



MIAMI BEACH

City Commission Meeting

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive

July 12, 2006

Mayor David Dermer
Vice-Mayor Jerry Libbin
Commissioner Matti Herrera Bower
Commissioner Simon Cruz
Commissioner Luis R. Garcia, Jr.
Commissioner Saul Gross
Commissioner Richard L. Steinberg

City Manager Jorge M. Gonzalez
City Attorney Jose Smith
City Clerk Robert E. Parcher

Visit us at www.miamibeachfl.gov for agendas and video "streaming" of City Commission Meetings.

ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

Special note: In order to ensure adequate public consideration, if necessary, the Mayor and City Commission may move any agenda item to the alternate meeting date which will only be held if needed. In addition, the Mayor and City Commission may, at their discretion, adjourn the Commission Meeting without reaching all agenda items.

Call to Order - 9:00 a.m.
Inspirational Message, Pledge of Allegiance
Requests for Additions, Withdrawals, and Deferrals

Presentations and Awards

PA Presentations and Awards

Consent Agenda

C2 Competitive Bid Reports Requests
C4 Commission Committee Assignments
C6 Commission Committee Reports
C7 Resolutions

Regular Agenda

R2 Competitive Bid Reports
R5 Ordinances
R7 Resolutions
R9 New Business and Commission
R10 City Attorney Reports

Reports and Informational Items

Presentations and Awards

- PA1 Certificates Of Appreciation To Be Presented To Employee Of The Month "At Your Service Award" Winners For The Month Of May And June 2006. (Page 2)
(City Manager's Office)
- PA2 Proclamation To Be Presented To The Historical Museum Of South Florida For Their Historic Exhibit Regarding Miami Beach.
(Tourism & Cultural Development)
- PA3 Certificate Of Appreciation To Be Presented To Dr. Stanley Sutnick For His Valuable Legacy And Activism.
(Requested by Commissioner Matti Herrera Bower)
- PA4 Presentation Of A Check To The Police Officer Of The Month From The Kiwanis Club.
(Requested by Vice-Mayor Jerry Libbin)

CONSENT AGENDA

Action:
Moved:
Seconded:
Vote:

C2 - Competitive Bid Reports

- C2A Request For Approval To Issue A Request For Proposals (RFP) For The Management And Operation Of Concession Stands And Beachfront Concessions, Located East Of Collins Avenue At Both 21st Street And 46th Street. (Page 5)
(Asset Management)
- C2B Request For Approval To Purchase One (1) Model 440 Ice Resurfacer, From Zamboni Company, Pursuant To Invitation To Bid No. 24-05/06, In The Amount Of \$69,754. (Page 10)
(Fleet Management)
- C2C Request For Approval To Purchase One (1) 2007 Freightliner Condor Cab Over Truck Chassis With A Thirteen 13 Cubic Yard Rear Loading Refuse Packer Body, From Freightliner Of Tampa, Pursuant To Florida State Contract No. 05-13-0822, In The Amount Of \$123,530.96. (Page 15)
(Fleet Management)
- C2D Request For Approval To Purchase One (1) 2006 Ford E-250 Cargo Van, Pursuant To Florida State Contract No. 04-12-0823, From Duval Ford, In The Amount Of \$15,958. (Page 20)
(Fleet Management)

C4 - Commission Committee Assignments

- C4A Referral To The Neighborhoods/Community Affairs Committee - Discussion Regarding A Proposed Charter Amendment Changing The Term Of Appointment For Board Of Adjustment From One Year To Two Year Staggered Terms. (Page 24)
(Planning Department)

C6 - Commission Committee Reports

- C6A Report Of The Neighborhoods/Community Affairs Committee Meeting On May 24, 2006: **1)** Discussion Regarding Amending The City Code For The Purpose Of Expanding The Types Of Transactions In Which The City Must Provide Notice Of Its Campaign Finance Laws; **2)** Discussion Regarding Serving "Foie Gras" In The City Of Miami Beach; **3)** Discussion Regarding Placing A Charter Amendment On The November Ballot To Allocate Funds To Public Education, Affordable And Workforce Housing, And Community Arts Council For Community Art; **4)** Discussion Regarding The Cleanliness Index Report; **5)** Discussion Regarding A Request To Dedicate Fire Station No. 4 To Leonard "Lenny" Rubin Who Died In The Line Of Duty In A Building Fire At The Old Carillon Hotel On March 8, 1962; **6)** Discussion Regarding The Use Of Blowers; **7)** Discussion Regarding The Marine Authority Board Motion That A Temporary Facility Be Established Near Island View Park To Accommodate As Many Vessels As Possible; **8)** Discussion Regarding The Proposed Amendment Allowing Cigar Vendors On Ocean Drive; And **9)** Discussion Regarding The Composition Of The Transportation And Parking Committee. (Page 29)
- C6B Report Of The G.O. Bond Oversight Committee Meeting On June 5, 2006: **1)** Project Status Report: A. Update On Fire Station No. 2; B. Update On Fire Station No. 4; C. Update On Normandy Isle Park And Pool; **2)** Proposed Reorganization Of Project Status Reports; And **3)** Informational Items: A. Updated Calendar Of Scheduled Community Meetings; B. Art In Public Places Installation At Washington Avenue And 3rd Street. (Page 35)
- C6C Report Of The Land Use And Development Committee On June 6, 2006: **1)** Discussion Regarding "Utility Line Clearing," An FPL Proposed Ordinance For The Village Of Palmetto Bay, Florida; **2)** Discussion On Party Houses; **3)** Discussion On Ordinance Prohibiting Height Variances Without City Commission Approval Or Public Referendum; **4)** Discussion Regarding The 90-Day Time Period When Zoning In Progress Starts After A Positive Recommendation From The Planning Board And Scheduled For The City Commission Meetings; **5)** Discussion On Historic Preservation Board Resolution Pertaining To The Transfer Of Development Rights (TDR's); **6)** Discussion Regarding The .5 Far Bonus In Existing Zoning Code For Mixed Use Developments And Reserving Such Bonus For Affordable Housing/Workforce House; **7)** Discussion On An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, Chapter 142, "Zoning Districts And Regulations," Division 2, "RS-1, RS-2, RS-3, RS-4 Single-Family Residential Districts," By Amending Lot Coverage, Structure Size, Building Height And Setback Requirements For New Single-Family Residential Construction And By Amending The Criteria And Procedural Thresholds For The Review And Approval Of New Single-Family Residential Construction Inclusive Of The Creation Of A New Single-Family Residential Review Panel; Providing Codification; Repealer; Severability; And An Effective Date; And **8)** Discussion On Non-Conforming Status Of Condo Conversions. (Page 37)

C7 - Resolutions

- C7A A Resolution Appropriating Funds From The North Beach Quality Of Life Funds, For The A/E Services Agreements With Architektnics, Inc., As Approved Pursuant To Resolution No. 2006-26198, In An Amount Not To Exceed \$102,000, For The Renovation Of The Existing Normandy Shores Golf Course Maintenance Building; \$115,000 For The Design Of A New Cart Barn; And \$40,000 For The Design Of Two (2) Restroom Buildings; And Appropriating Funds From The North Beach Quality Of Life Funds For Pre-Construction Services Agreement(S) With Coastal Construction Company, Inc., As Approved Pursuant To Resolution No. 2006-26196, In An Amount Not To Exceed \$9,282, For The Renovation Of The Existing Normandy Shores Golf Course Maintenance Building; \$9,282, For The Construction Of A New Cart Barn; And \$6,962 For The Construction Of Two (2) Restroom Buildings; All For A Total Appropriation Of \$282,526. (Page 42)
(Capital Improvement Projects)
- C7B A Resolution Approving And Authorizing The Mayor And The City Clerk To Execute Amendment No. 5 To The Agreement Between The City And CH2M Hill, In An Amount Not To Exceed \$55,863, For The Provision Of Additional Professional Services Associated With The Installation Of Four (4) Drainage Test Wells, For The Right-Of-Way (ROW) Infrastructure Improvements Program, Neighborhood No. 8 - Bayshore And Sunset Islands Project, And Appropriating Funds, For The Amendment From Previously Appropriated General Obligation Bond Funds For The Bayshore And Sunset Islands Neighborhood. (Page 53)
(Capital Improvement Projects)
- C7C A Resolution Approving And Authorizing The Mayor And The City Clerk To Execute Amendment No.10 To The Agreement Between The City And Williams, Hatfield & Stoner, Inc., D/B/A Tetra-Tech WHS, Dated July 18, 2001, For The Provision Of Additional Professional Services, In An Amount Not To Exceed \$555,540, Necessary For Procuring Resident Project Representation (RPR) Services, And Additional Construction Management (CM) Services, For The Right-Of-Way (ROW) Infrastructure Improvements Program, Neighborhood No.4-Normandy Isle And Normandie Sud Infrastructure Improvement Project, With Funding Available From Previously Appropriated Funds For The Normandy Isle And Normandie Sud Streetscape General Obligation (GO) Bonds, And Normandy Isle And Normandie Sud Infrastructure Upgrade Water/Sewer/Storm Water Bonds. (Page 68)
(Capital Improvement Projects)
- C7D A Resolution To Adopt The National Incident Management System (NIMS) Model As The Strategy To Be Used By The City Of Miami Beach Emergency Preparedness Efforts And Directs That The City Of Miami Beach Emergency Response Planning And Program Implementation Activities Are In Compliance Therewith. (Page 87)
(City Manager's Office)
- C7E A Resolution Amending The Alley Vacation Agreement Between The City Of Miami Beach And AR&J SOBE, LLC, Approved On February 23, 2005. (Page 90)
(Economic Development)

C7 - Resolutions (Continued)

- C7F A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Firms Pursuant To Request For Proposals (RFP) No. 23-05/06 For Auditing Services To Examine The City's Basic Financial Statements Included In The City's Comprehensive Annual Financial Report (CAFR), Federal Grant Programs And State Projects (OMB A-133 Single Audit), The Miami Beach Redevelopment Agency's (RDA) Basic Financial Statements, The Parking Systems Funds' (PSF) Financial Statements, The Miami Beach Visitor And Convention Authority's (VCA) Financial Statements, The Miami Beach Convention Center (MBCc) And Jackie Gleason Theater Of The Performing Arts (JGT), As Managed By SMG, Financial Statements, And The Safe Neighborhood Parks And Bond Program (SNP); Authorizing The Administration To Enter Into Negotiations With The Firms McGladrey & Pullen, LLP., And KPMG LLP; And Further Authorizing The Mayor And City Clerk To Execute An Agreement(s) Upon The Completion Of Successful Negotiations By The Administration. (Page 95)
(Finance Department)
- C7G A Resolution Authorizing The City Manager Or His Designee To Execute Interlocal Agreements With Miami-Dade County For Funding, From The Building Better Communities General Obligation Bond Program For The Following Projects: 1) Fire Station #2 In The Amount Of \$2,000,000; 2) Fire Station #4, In The Amount Of \$1,000,000; 3) South Shore Community Center, In The Amount Of \$500,000; 4) Normandy Shores Golf Course, In The Amount Of \$1,000,000; 5) Scott Rakow Youth Center, In The Amount Of \$1,000,000; And, 6) 41st Street Bridge Repair And Restoration, In The Amount Of \$750,000; Further Authorizing The Execution Of All Necessary Documents Related To These Agreements. (Page 100)
(Grants Management)
- C7H A Resolution Adopting The Local Mitigation Strategy (LMS) For Miami-Dade County. (Page 107)
(Grants Management)
- C7I A Resolution Authorizing The City Manager Or His Designee To Apply For A Grant From The State Of Florida, Department Of Agriculture And Consumer Services, In An Amount Not To Exceed \$50,000, To Replace Trees That Were Lost During The 2005 Hurricanes And To Support The Remediation Of The City's Urban Forestry Resources; Authorizing The City Manager Or His Designee To Enter Into An Urban And Community Forestry Grant Memorandum Of Agreement, And (If Applicable) A Maintenance Memorandum Of Agreement Between The City And The State Of Florida Department Of Agriculture And Consumer Services, Division Of Forestry; Further Appropriating The Grant If Approved And Accepted By The City, And Authorizing The Execution Of All Necessary Documents Related To This Application. (Page 110)
(Grants Management)
- C7J A Resolution Retroactively Authorizing The City Manager Or His Designee Retroactively To Submit The Following Grant Funding Applications: 1) The Florida Department Of Health, Bureau Of Emergency Medical Services (EMS), For FY 2005-06 EMS County Grant Program Funding, In The Amount Of \$19,762; And, 2) Florida Department Of State, Cultural Facilities Grant Program, In An Amount Not To Exceed \$500,000, For Funding For The Renovation Of The 10th Street Auditorium; Further Appropriating The Grants And Matching Funds, If Approved And Accepted By The City Manager; And Authorizing The Execution Of All Necessary Documents Related To This Application. (Page 115)
(Grants Management)

C7 - Resolutions (Continued)

- C7K A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Proposals Received Pursuant To Request For Proposals (RFP) No. 14-05/06, For Investigative And Adjusting Services For Selected Tort Liability Claims And Workers' Compensation Claims; Authorizing The Administration To Enter Into Negotiations With The Top-Ranked Firm Of Horizons Investigations, Inc. (Primary) And The Second-Ranked Firm Of Johns Eastern Company, Inc (Secondary); And Further Authorize The Mayor And City Clerk To Execute A Contract(s) With The Primary And Secondary Firm Upon Completion Of Successful Negotiations. (Page 122)
(Human Resources & Risk Management)
- C7L A Resolution Approving Pursuant To Section 2-367(D) Of The Miami Beach City Code, The Sole Source Purchase Of The Onesign Single Sign On Device From Imprivata, The Owner Of The Copyrighted Device Designed Specifically To Handle Single Sign On To The City's Network And Applications With Improved Strong Password Security, In The Amount Of \$89,368. (Page 131)
(Information Technology)
- C7M A Resolution Adopting The City's One-Year Action Plan For Federal Funds For Fiscal Year 2006/07, Which Includes The Budgets For The Community Development Block Grant (CDBG) Program And The Home Investment Partnerships (Home) Program; Authorizing The City Manager To Make Minor Non-Substantive Changes To The One-Year Action Plan Or Resulting Agreements Before Execution Which May Be Identified During The Finalization And/Or Review Process, And Which Do Not Affect The Purpose, Scope, Approved Budget And/Or Intent Of The Plan; Authorizing The City Manager To Execute All Applicable Documents And Submit The One-Year Action Plan To The U.S. Department Of Housing And Urban Development (HUD); Further Authorizing The Mayor And City Clerk To Execute Agreements With Providers Of Activities As Follows; Twenty-Five (25) Sub-Recipient Agreements As Set Forth In Exhibit "1" To This Resolution; And Authorizing The Appropriation Of All Federal Funds When Received. (Page 142)
(Neighborhood Services)
- C7N A Resolution Authorizing The Mayor And City Clerk To Execute A Home Investment Partnerships (Home) Program Agreement With The MBCDC: Westchester Apartments, LLC, As The Approved Assignee To Miami Beach Community Development Corporation (MBCDC), Providing \$167,613 Of Fiscal Year 2005/06 Home Program Funds, For The Rehabilitation Of The Westchester Apartments, Located At 516 15th Street, Miami Beach, To Provide 24 Rental Units For Income - Eligible Participants In Accordance With The Home Program Requirements. (Page 211)
(Neighborhood Services)
- C7O A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A Home Investment Partnerships (Home) Program Agreement With The Housing Authority Of The City Of Miami Beach (HACMB), Providing \$200,000 Of Fiscal Year 2005/06 Home Program Funds, For The Construction Of A Thirty (30) Unit Apartment Building, To Be Located At 321-327 Michigan Avenue, Miami Beach, For The Creation Of Rental Housing For Income-Eligible Elderly Participants In Accordance With The Home Program Requirements. (Page 216)
(Neighborhood Services)

C7 - Resolutions (Continued)

- C7P A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Firms Pursuant To Request For Proposals (RFP) No. 17-05/06 For Parking Meter Collection Services For The City's Parking System; Authorizing The Administration To Enter Into Negotiations With The Top-Ranked Firm Of Standard Parking Corporation; And Should The Administration Not Be Able To Negotiate An Agreement With The Top-Ranked Firm, Authorizing The Administration To Negotiate With The Second-Ranked Firm Of Imperial Parking (U.S.), Inc.; And Further Authorizing The Mayor And City Clerk To Execute An Agreement Upon The Completion Of Successful Negotiations By The Administration. (Page 221)
(Parking Department)
- C7Q A Resolution Acting As The Board Of Directors Of The Normandy Shores Local Government Neighborhood Improvement District (The "District") Amending Section 42 Of Resolution No. NSNID 93-1 To Provide That The Advisory Counsel To The District Shall Be Composed Of Three Members Of The Normandy Shores Homeowners Association With The City Clerk Soliciting An Eligibility List Of Homeowners Association Members From The Executive Committee Of The Homeowners Association. (Page 228)
(Requested by Vice-Mayor Jerry Libbin)
- C7R A Resolution Ratifying Expenditures To Superior Landscaping And Lawn Service, The City's Landscape Maintenance Contractor, For The Julia Tuttle Causeway, The Macarthur Causeway/Fifth Street Corridor, And Palm/Hibiscus, And Star Islands, In The Amount Of \$644,610.94, Comprised Of \$267,243.44 For Hurricane Clean-Up, And \$377,367.50 For Landscape Restoration And Beautification Services To The Julia Tuttle Causeway, Macarthur Causeway/Fifth Street Corridor, And Palm/Hibiscus And Star Islands, Following Hurricane Wilma. (Page 232)
(Parks & Recreation)
- C7S A Resolution Authorizing The Mayor And City Clerk To Execute An Agreement With Clarion Associates, For The Amount Of \$49,852, For Professional Planning Services For The Preparation Of An Impact Analysis And Development Mitigation System For Major Development Projects. (Page 237)
(Planning Department)
- C7T A Resolution Approving And Authorizing The Chief Of Police To Execute A Local Overtime Reimbursement Agreement With The United States Immigration And Customs Enforcement Bureau For The Purpose Of Reimbursement For Overtime Expenses Incurred By The Miami Beach Police Department Personnel Conducting Official Treasury/Homeland Security Investigations. (Page 282)
(Police Department)
- C7U A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Firms; Authorizing The Administration To Negotiate Agreements, Pursuant To Request For Proposals (RFP) No. 16-05/06, For Emergency Disaster Debris Monitoring Services For The City Of Miami Beach; And Further Authorizing The Mayor And City Clerk To Execute Agreements, Upon Completion Of Successful Negotiations, With Any Or All Of The Following Three (3) Firms: 1) Beck Disaster And Recovery, Inc.; 2)Malcolm Pirnie, Inc.; And 3) Camp Dresser And McKee, Inc. (Page 293)
(Procurement)

C7 - Resolutions (Continued)

- C7V A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Contractors Pursuant To Request For Proposals (RFP) No. 15-05/06, For Removal And Disposal Of Derelict Vessels; Authorizing The Administration To Enter Into Negotiations With The Four (4) Top Ranked Proposers, Blue Water Marine Services, Dock And Marine Construction, H2O Tow, And Biscayne Towing & Salvage; And Further Authorizing The Mayor And City Clerk To Execute Agreements Upon Conclusion Of Successful Negotiations By The Administration. (Page 302)
(Procurement)
- C7W A Resolution Waiving By 5/7ths Vote, The Formal Competitive Bidding Requirements, Finding Such Wavier To Be In The City's Best Interest, And Approving The Purchase Of One 4,500 Gallon Fuel Tank Truck From Oilmen's Truck Tanks Inc., In The Amount Of \$161,714.75. (Page 309)
(Fleet Management)
- C7X A Resolution Adopting And Appropriating The First Amendment To The Police Confiscation Trust Fund Budget For Fiscal Year 2005/06 In The Amount Of \$72,335 To Be Funded From The Proceeds Of The State Confiscated Funds. (Page 318)
(Police Department)
- C7Y A Resolution Adopting The First Budget Amendment To The Police Special Revenue Account For Fiscal Year 2005/06 In The Amount Of \$9,580, Such Account Funded By Unclaimed Evidence Currently Held In The Police Special Revenue Account. (Page 323)
(Police Department)
- C7Z A Resolution Ratifying Expenditures, In The Total Amount Of \$43,129, To Innovative Surveillance Technology, Inc., The Sole Source Manufacturer Of The Mini Portable Equipment Module And The Sole Source Distributor In Florida For The DTC Communications, Inc. Surveillance Platforms For The Police Department. (Page 328)
(Police Department)

End of Consent Agenda

Presentations and Awards

- PA1 Certificates Of Appreciation To Be Presented To Employee Of The Month "At Your Service Award" Winners For The Month Of May And June 2006.
(City Manager's Office)
- PA2 Proclamation To Be Presented To The Historical Museum Of South Florida For Their Historic Exhibit Regarding Miami Beach.
(Tourism & Cultural Development)
- PA3 Certificate Of Appreciation To Be Presented To Dr. Stanley Sutnick For His Valuable Legacy And Activism.
(Requested by Commissioner Matti Herrera Bower)
- PA4 Presentation Of A Check To The Police Officer Of The Month From The Kiwanis Club.
(Requested by Vice-Mayor Jerry Libbin)

AGENDA ITEM PA1-4
DATE 7-12-06

THIS PAGE INTENTIONALLY LEFT BLANK

Condensed Title:

Request for Approval to Issue a Request for Proposals (RFP) for the Management and Operation of Concession Stands and Beachfront Concessions at Both 21st Street and 46th Street.

Key Intended Outcome Supported:

Ensure well-maintained facilities

Issue:

Should the Commission approve the issuance of a Request for Proposals?

Item Summary/Recommendation:

Because beach tourism is vital to the economic well being of the community and the availability of accessible restrooms and concession facilities is vital to beach tourism, the Administration initiated the design of restroom and concession facilities. The Mayor and City Commission, at its November 19, 2004 meeting, adopted Resolution No. 2004-25741 approving the construction of beachfront restroom and concession facilities located east of Collins Avenue at both 21st Street and 46th Street. The proposed completion date for construction is anticipated to be September 2006 for the 46th Street location and May 2007 for the 21st Street location.

The City requires qualified concessionaires to operate and manage the concessions; therefore, the Administration is recommending the issuance of a request for proposals for the management and operation of the concession stands, or the concession stands and the beachfront concessions, located east of Collins Avenue at both 21st Street and 46th Street, in accordance with the requirements, qualifications and scope of services outlined in the attached memorandum.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 50px; height: 50px; margin: 0 auto;"></div> OBPI	1			
	2			
	3			
	4			
	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Gus Lopez ext. 6641

Sign-Offs:

Department Director		Assistant City Manager	City Manager
GL	ACV	TH	JMG

T:\AGENDA\2006\jul1206\consent\ConcessionRFPsummary.doc



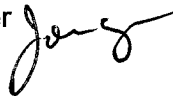


MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager 

DATE: July 12, 2006

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR THE MANAGEMENT AND OPERATION OF CONCESSION STANDS AND BEACHFRONT CONCESSIONS, LOCATED EAST OF COLLINS AVENUE AT BOTH 21ST STREET AND 46TH STREET.**

ADMINISTRATION RECOMMENDATION

Approve the Issuance of an RFP.

ANALYSIS

Because beach tourism is vital to the economic well being of the community and the availability of accessible restrooms and concession facilities is vital to beach tourism, the Administration initiated the design of restroom and concession facilities. The Mayor and City Commission, at its November 19, 2004 meeting, adopted Resolution No. 2004-25741 approving the construction of beachfront restroom and concession facilities located east of Collins Avenue at both 21st Street and 46th Street. The proposed completion date for construction is anticipated to be September 2006 for the 46th Street location and May 2007 for the 21st Street location. There is a requirement to issue an RFP, so as to competitively solicit proposals from qualified concessionaires for the operation and management of concessions, as outlined in the scope of services herein.

SCOPE OF SERVICES:

The City will grant to the successful proposer, the exclusive right, during the Term of this Agreement, to manage and operate the concession stands solely, or alternatively with the addition of beachfront concessions, located east of Collins Avenue at both 21st Street and 46th Street, as described herein, in the following areas (hereinafter referred to collectively as the "Concession Areas").

The successful proposer will be authorized to conduct the following kinds of business(es) within the Concession Areas, as provided below, all at its sole cost and expense:

21st Street Concession Area:

PERMITTED USES:

1. Operate and manage the concession stand, which shall sell and/or provide the following:

- a) Non-alcoholic beverages.
 - b) Prepared and/or prepackaged foods.
 - c) Beach related sundries.
2. Operate and manage the beachfront concession, which shall sell and/or provide the following:
 - a) Rental of chairs, pads, towels, umbrellas and sun canopies.

SCHEDULE OF OPERATION:

Successful proposer's operations shall be open on the Concession Area, in accordance with the schedule outlined below, weather or events of force majeure permitting.

Days of Operation:	seven days a week, 365 days a year
Hours of Operation:	opening shall occur no earlier than one (1) hour after sunrise and close at sunset

46th Street Concession Area:

PERMITTED USES:

1. Operate and manage the concession stand, which shall sell and/or provide the following:
 - a) Non-alcoholic beverages.
 - b) Prepared and/or prepackaged foods.
 - c) Beach related sundries.
2. Operate and manage the beachfront concession, which shall sell and/or provide the following:
 - a) Rental of chairs, pads, towels, umbrellas and sun canopies.

SCHEDULE OF OPERATION:

Successful proposer's operations shall be open on the Concession Area, in accordance with the schedule outlined below, weather or events of force majeure permitting.

Days of Operation:	seven days a week, 365 days a year
Hours of Operation:	opening shall occur no earlier than one (1) hour after sunrise and close at sunset

Any change in the days or hours of operation require the prior written consent of the City Manager including, but not limited to, change in the days and hours of operation requested pursuant to the Agreement.

CONCESSION FEES:

Security Deposit:

Upon execution of the Agreement, the successful proposer shall furnish the City with a Security Deposit, as agreed to by the City. Said Security Deposit shall serve to secure successful proposer's performance in accordance with the provisions of the Agreement. In the event the successful proposer fails to perform in accordance with said provisions, the City may retain said Security Deposit, as well as pursue any and all other legal remedies provided herein, or as may be provided by applicable law.

Minimum Guarantee (MG):

In consideration of the City executing the Agreement and granting the rights provided in the Agreement, the successful proposer shall pay to the City a Minimum Guaranteed Annual Concession Fee (MG).

Percentage of Gross (PG):

During the initial term, and any renewal term, of the Agreement, successful proposer shall pay the City, a percentage of successful proposer's gross receipts (PG). In the event that the annual PG is less than the MG amount provided in the Agreement, then the successful proposer shall also pay to the City, on an annual basis, the difference between the PG amount and the MG amount.

In the event that the City, at its sole discretion, chooses to extend the term of this Agreement for any renewal term, the renewal term MG shall be automatically increased, by five percent (5%) from the initial term's MG.

EVALUATION CRITERIA

Specific factors will be applied to proposal information to assist the City in its task of selecting the most-qualified candidate or candidates for this RFP. An Evaluation Committee appointed by the City Manager will evaluate proposals. Oral presentations may be required of all Proposers. The evaluation criteria to be considered in the evaluation of proposals are listed below:

- A) Financial: (percentage = 30%)
 - Financial capability to perform the services outlined in the RFP, and
 - Proposed minimum guaranteed revenue or percentage of gross sales to the City.
- B) Experience and qualifications: (percentage = 35%)
 - Experience and qualifications of the Proposer;
 - Management team's experience and qualifications; and
 - Past performance.
- C) Methodology and Approach: (percentage = 20%)
 - Methodology and approach relative to ensuring successful Concessions
 - Risk Assessment Plan(s); and
 - Customer Service Plan(s).
- D) Past Performance Based on Client Surveys (percentage = 15%)
 - Volume and quality of surveys submitted by clients.

TERMS OF AGREEMENT

Any or all Agreements entered into the by City, will be for a period of two (2) years with the sole option and discretion of the City, to renew for an additional three (3), one-year periods.

CONCLUSION

The Administration recommends that the Mayor and City Commission authorize the approval to issue the Request for Proposals (RFP) for the management and operation of concession stands and beachfront concessions, located east of Collins Avenue at both 21st Street and 46th Street in accordance with the scope of services and outlined herein.

THIS PAGE INTENTIONALLY LEFT BLANK

-COMMISSION ITEM SUMMARY

Condensed Title:

Request For Approval To Purchase One (1) Zamboni Model 440 Ice Resurfacer, From Zamboni Company, Pursuant To Invitation To Bid No. 24-05/06, In The Amount Of \$69,754.00.

Key Intended Outcome Supported:

Increase satisfaction with recreation programs.

Issue:

Shall the Mayor and City Commission approve the bid award?

Item Summary/Recommendation:

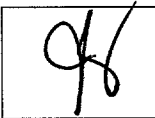
The Zamboni model 440 ice resurfacer is a budgeted replacement for Fiscal Year 2005-2006 and will be funded by the Fleet Management Fund Capital Account. This equipment will be used daily by the Parks and Recreation Department to resurface the ice rink for public open skating, figure skating, private and group skating lessons and hockey. This equipment will be purchased pursuant to Invitation to Bid No. 24-05/06.

The Administration recommends approving the purchase.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
 OBPI	1	\$69,754.00	510-1780-000673	
	2			
	3			
	4			
	Total	\$69,754.00		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Andrew E. Terpak

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AET  KS  GL 	RCM 	JMG 

T:\AGENDA\2006\jul1206\Consent\Zamboni Sum.doc





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 12, 2006

SUBJECT: **REQUEST FOR APPROVAL TO PURCHASE ONE (1) MODEL 440 ICE RESURACER, FROM ZAMBONI COMPANY, PURSUANT TO INVITATION TO BID NO. 24-05/06, IN THE AMOUNT OF \$69,754.00.**

ADMINISTRATION RECOMMENDATION

Approve the issuance of the purchase order.

FUNDING

\$69,754.00 Funding is available from the Fleet Management Fund Capital Account Number 510-1780-000673.

ANALYSIS

The ice resurfer is recommended to be purchased pursuant to City of Miami Beach Bid No. 24-05/06. All other contracts available to the City of Miami Beach were reviewed but did not include this equipment and specifications.

The Zamboni Model 440 ice resurfer is a budgeted replacement for Fiscal Year 2005/2006 and will be funded by the Fleet Management Fund Capital Account. This equipment will be used daily by the Parks and Recreation Department to resurface the ice rink for public open skating, figure skating, private and group skating lessons and hockey.

The vehicle listed below has met the established criteria for replacement:

Veh#	Dept.	Year	Make/Model	Hours	Life To Date Maintenance	Condition
0587	0950	1997	Zamboni 440	748	\$25,227.06	Fair

Criteria for replacement of equipment is based on age, mileage, maintenance, engine hours (one engine hour idling = 35 miles), and overall condition of the equipment. The life to date maintenance includes all costs associated with the equipment, including, but not limited to, repairs, routine maintenance, accidents and other damage.

All information related to the equipment is reviewed i.e. age, mileage/hours, maintenance cost, depreciation value, residual value, accident record and overall condition are taken into consideration to determine whether the vehicle should be replaced or can safely remain in the fleet for an additional period of time and still be cost effective to maintain. Fleet Management has detailed maintenance and fuel records on each vehicle/equipment during its life cycle. All deadlined vehicles and equipment are used as a trade-in or sold at public

Commission Memorandum

July 12, 2006

Page 2

auction. This process effectively reduces our cost of ownership and completes the vehicle life cycle.

Prior to making an acquisition it is the policy to contact the requesting department to verify the vehicle and operating requirements.

After reviewing the above equipment scheduled for replacement, it was determined that it should be replaced. The general policy is to replace "like for like" based on the availability of comparable equipment, in this case the equipment being purchased is comparable to the unit being replaced.

Once this process was completed, research was conducted to identify if contract pricing was available and within the guidelines of the City Procurement Policy. All of the contracts including the State of Florida, Miami-Dade County and Federal and State General Services Administration (GSA) were reviewed in order to make the decision.

The purpose of Invitation to Bid No. 24-05/06 (the "Bid") was to issue a Purchase Order, by means of sealed bids, for an ice resurfacer that is to be delivered FOB to the City of Miami Beach Scott Rakow Youth Center oval ice rink, located at 2700 Sheridan Avenue, Miami Beach, Florida, 33139. The City is offering as a trade-in, one (1) 1997 Zamboni Model 440 ice resurfacer.

The Bid was issued on May 3, 2006 with an opening date of May 22, 2006. Due to the very limited number of suppliers of this type of ice rink resurfacer, there were no registered bidders on BidNet for this equipment. Procurement e-mailed the Bid to the only known three (3) prospective bidders: LSK Enterprises, Inc., which distributes the Olympia brand; Global Gallery, Inc., d/b/a UKKO North America, which offers the UKKO brand; and Zamboni Company, which manufactures the Zamboni brand.

The Bid resulted in the receipt of two (2) bid submissions, one from Global Gallery, Inc., d/b/a UKKO North America, and the other from Zamboni Company.

Upon contacting LSK Enterprises, Inc. inquiring as to why a bid response was not received for the Olympia brand, the Procurement Division was informed that this firm had submitted a bid, however it was sent U.S. Mail, and apparently was lost in the mail.

The two bids that were received are as follows:

Bidder	Unit Cost	Less Trade-in City-owned 1997 Zamboni Model 440	Net Bid
Zamboni Company	\$79,254.00	(\$9,500.00)	\$69,754.00
Global Gallery, Inc., d/b/a UKKO North America	\$93,455.00	(\$20,100.00)	\$73,355.00

Commission Memorandum

July 12, 2006

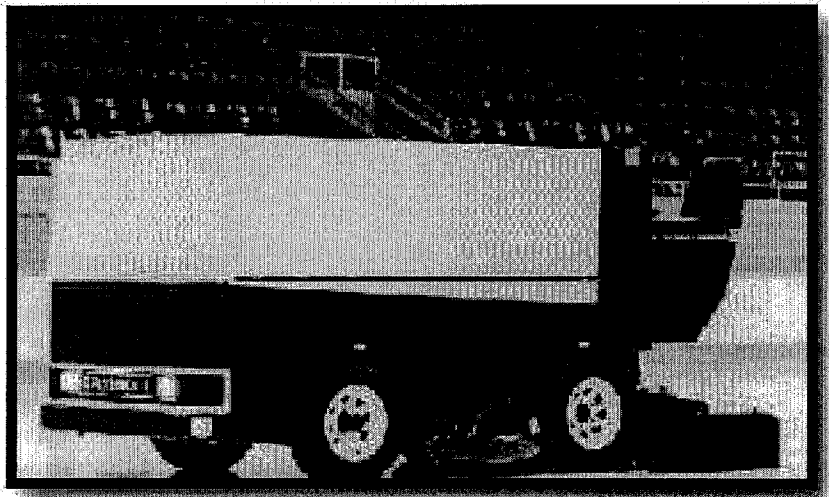
Page 3

In addition to submitting a higher net bid, Global Gallery, Inc., d/b/a UKKO North America offered an electric model of the ice resurfacer, which was not defined as a viable alternative in the original specifications, and is therefore not considered to be responsive.

CONCLUSION

The Administration recommends that the City Commission approve the purchase of one (1) model 440 ice resurfacer from Zamboni Company in the amount of \$69,754.00, pursuant to Invitation to Bid No. 24-05/06.

T:\AGENDA\2006\Jul1206\Consent\ZamboniMemo.doc



ZAMBONI®
Model 440

Condensed Title:

Request For Approval To Purchase One (1) 2007 Freightliner Condor Cab Over Truck Chassis With A 13 Cubic Yard Rear Loading Refuse Packer Body From Freightliner Of Tampa, Pursuant To Florida State contract No. 05-13-0822, In The Amount Of \$123,530.96.

Key Intended Outcome Supported:

Improve cleanliness of Miami Beach rights of way especially in business areas.

Issue:

Shall the Mayor and City Commission approve the purchase?

Item Summary/Recommendation:


The Freightliner Condor with a 13 cubic yard rear loading refuse packer body is a budgeted **replacement** for a 31 cubic yard refuse truck in poor condition and will be funded by the Sanitation Division Enterprise Fund Capital Account. A purchase order was previously issued to Nextran of Tampa, in the amount of \$88,879.00, but they were unable to fulfill the order. The Freightliner Condor is the only alternative manufacturer of a cab over chassis in this class. In addition, the new vendor has confirmed a cab and chassis production date for 2006. The 13 cubic yard Heil rear loader refuse packer with the Freightliner cab over will be able to better maneuver through the City's narrow streets and will be servicing over 2,000 litter cans daily.

The Administration recommends approving the purchase.

Advisory Board Recommendation:

N/A

Financial Information:




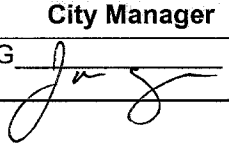
Source of Funds:	Amount	Account	Approved
 OBPI	1	\$123,530.96	435-0430-000673
	2		
	3		
	4		
	Total	\$123,530.96	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Andrew E. Terpak

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AET  FB  AZ  GL 	RCM 	JMG 

T:\AGENDA\2006\Jul1206\Consent\Refuse Truck Sum.doc





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 12, 2006

SUBJECT: **REQUEST FOR APPROVAL TO PURCHASE ONE (1) 2007 FREIGHTLINER CONDOR CAB OVER TRUCK CHASSIS WITH A 13 CUBIC YARD REAR LOADING REFUSE PACKER BODY, FROM FREIGHTLINER OF TAMPA, PURSUANT TO FLORIDA STATE CONTRACT NO. 05-13-0822, IN THE AMOUNT OF \$123,530.96.**

ADMINISTRATION RECOMMENDATION

Approve the purchase.

FUNDING

\$123,530.96 Funding is available from the Sanitation Division Enterprise Fund Capital Account Number 435-0430-00673.

ANALYSIS

The Freightliner Condor cab over with a 13 cubic yard rear loading refuse packer body is recommended to be purchased pursuant to Florida State Contract No. 05-13-0822. A purchase order was previously issued to Nextran of Tampa in the amount of \$88,879.00, but they were unable to fulfill the order as production was filled for the remainder of the year. The Freightliner Condor is the only alternative manufacturer of a cab over chassis in this class. In addition, the new vendor has confirmed a cab and chassis production date for 2006. The Condor is an overall upgrade from the previously approved GMC and offers a higher gross vehicle weight rating (GVWR), an upgraded power plant and improved warranties.

The 13 cubic yard rear loading refuse packer truck is a budgeted replacement for Fiscal Year 2005/2006 and will be funded by the Sanitation Division Enterprise Fund Capital Account. This equipment will be used by the Sanitation Division for the pick up of waste material City wide.

Several different refuse packer bodies were evaluated:

1. The 20 and 16 cubic yard body were considered but were deemed too large for the City's narrow alley ways.
2. The 8 and 11 cubic yard body although small enough, would require emptying daily.

Commission Memorandum

July 12, 2006

Page 2

3. The 13 cubic yard Heil body, considered an industry leading mid-range loader, would be narrow enough for the alley ways, not require emptying on a daily basis and is considered the best option.
4. The Freightliner cab over design offers both superior visibility and the needed turning radius for narrow alley ways.

The larger 31 yard refuse truck being replaced is no longer needed in the environment where it is being utilized. The 13 cubic yard Heil rear loader refuse packer with the Freightliner cab over will be able to better accommodate the city's narrow streets and will be servicing over 2,000 litter cans daily.

The vehicle listed below has met or exceeded the established criteria for replacement:

Veh#	Dept.	Year	Make/Model	Mileage	Life To Date Maintenance	Condition
0304	0430	1997	31 yd Refuse Truck	60,638	\$95,503.05	Poor

Criteria for replacement of vehicles are based on age, mileage, maintenance, engine hours (one engine hour idling = 35 miles), and overall condition of the vehicle. The life to date maintenance includes all costs associated with the vehicle, including, but not limited to, repairs, routine maintenance, accidents and other damage.

All deadlined vehicles and equipment are used as a trade-in or sold at public auction. This process effectively reduces our cost of ownership and completes the life cycle.

All vehicles and equipment are scheduled for review and or replacement based on a pre-determined schedule using the average life expectancy based on industry standards and type of service for which the vehicle/equipment is being used. Each year the Fleet Management capital budget for replacements is adjusted in accordance with the schedule.

Once the vehicle reaches its planned replacement, the vehicle/equipment is physically inspected. All information related to the vehicle is reviewed i.e. age, mileage/hours, maintenance cost, depreciation value, residual value, accident record and overall condition are taken into consideration to determine whether the vehicle should be replaced or can safely remain in the fleet for an additional time period and still be cost effective to maintain. Fleet Management has detailed maintenance and fuel records on each vehicle/equipment during its life cycle.

If it is determined that the vehicle/equipment should be replaced, the general policy is to replace "like for like" based on the availability of a comparable vehicle or equipment. An example would be: a compact car for a compact car. Prior to making an acquisition it is the policy to contact the requesting department to verify the vehicle and operating requirements. Fuel efficiency is included as part of this assessment and if vehicle requirements can be satisfied with a more fuel efficient replacement, it is pursued.

Research is conducted to identify if contract pricing is available and within the guidelines of the City Procurement Policy. All of the contracts including the State of Florida, Miami Dade County and Federal and State General Services Administration (GSA) were reviewed in order to make the decision.

Contracts are then compared and the base "Standard" vehicle/ equipment is identified. In many cases when comparing contracts, the specifications will not be consistent from contract to contract. Once the base vehicle/equipment specification has been established, the next process is to analyze and compare cost of any required options, accessories or up fitting to make them equal.

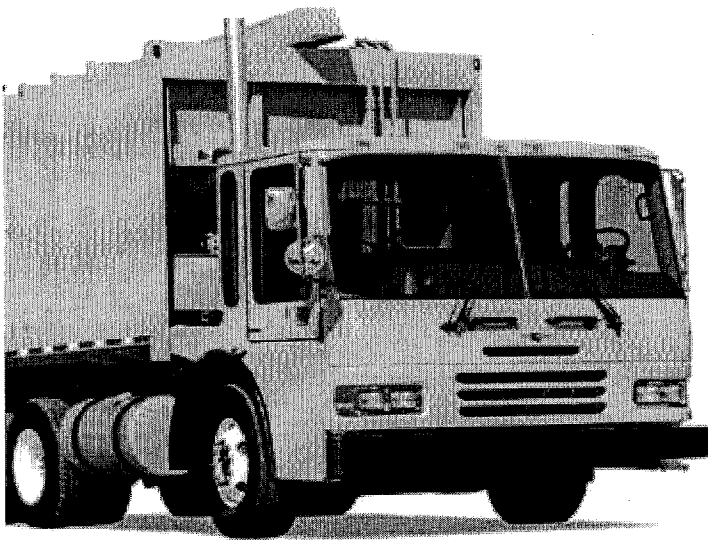
CONCLUSION

The Administration recommends that the City Commission approve the purchase of one (1) 2007 Freightliner Condor cab over truck chassis with a 13 cubic yard rear loading refuse packer body, from Freightliner of Tampa, pursuant to Florida State Contract No. 05-13-0822, in the amount of \$123,530.96.



JMG/RCM/FB/GL/AET/jvd

T:\AGENDA\2006\july1206\consent\Refuse Truck Memo.doc



Condensed Title:

Request For Approval To Purchase One (1) 2006 Ford E-250 Cargo Van, Pursuant To Florida State Contract No. 04-12-0823, From Duval Ford, In The Amount Of \$15,958.00.

Key Intended Outcome Supported:

Improve cleanliness of Miami Beach rights of way.

Issue:

Shall the Mayor and City Commission approve the purchase: ?

Item Summary/Recommendation:

The 2006 Ford E-250 Cargo Van is a budgeted **addition** and will be funded by the Neighborhood Services Code Compliance Division Capital Account. This vehicle will be used by a graffiti removal crew in the Painting section of Property Management.

The Administration recommends approving the purchases.

Advisory Board Recommendation:

n/a

Financial Information:

Source of Funds:	Amount		Account	Approved
	1	\$15,958.00	011.1520.000673 Neighborhood Services Code Compliance Capital Account	
	2			
	3			
	4			
	Total	\$15,958.00		


OBPI

Financial Impact Summary:**City Clerk's Office Legislative Tracking:**

Andrew E. Terpak

Sign-Offs:

Department Director		Assistant City Manager	City Manager
AET	GL	RCM	JMG
FB	VG		

T:\AGENDA\2006\jul1206\consent\Vehicles.Sum.doc



MIAMIBEACH

AGENDA ITEM C2D
DATE 7-12-06



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 12, 2006

SUBJECT: **REQUEST FOR APPROVAL TO PURCHASE ONE (1) 2006 FORD E-250 CARGO VAN, PURSUANT TO FLORIDA STATE CONTRACT NO. 04-12-0823, FROM DUVAL FORD, IN THE AMOUNT OF \$15,958.00.**

ADMINISTRATION RECOMMENDATION

Approve the purchases.

BID AMOUNT AND FUNDING

\$15,958.00 Neighborhood Services - Code Compliance 011.1520.000673
Capital Account

ANALYSIS

The 2006 Ford E-250 Cargo Van is recommended to be purchased pursuant to Florida State Contract No. 04-12-0823.

The Florida State and Miami-Dade County contracts were compared for the best price as follows:

2006 Ford E-250 Cargo Van

FL State Contract 04-12-0823	FL State Contract 070-001-05-1	Miami-Dade Co. Contract
Duval Ford	Orville Beckford Ford	Gus Machado Ford
\$15,958.00	\$16,436.25	\$18,130.00

The 2006 Ford E-250 Cargo Van is a budgeted addition funded by the Neighborhood Services – Code Compliance Division Capital Account, and will be used by a graffiti control crew within the Painting section of Property Management. The crew was created to improve the cleanliness of Miami Beach rights of way and to respond to private and public property complaints after unsuccessful attempts to obtain commercial services. This vehicle will transport a graffiti control crew of two, tools and supplies necessary to remove graffiti on public and private property sites coordinated through Code Compliance officers.

Research was conducted to identify if contract pricing is available for the 2006 Ford E-250 Cargo Van and within the guidelines of the City Procurement Policy. All of the contracts including State of Florida, Miami-Dade County and Federal and State General Services Administration GSA were reviewed in order to make the decision.

Contracts were compared and the base "Standard" 2006 Ford E-250 cargo van specifications were identified. In many cases when comparing contracts, the specifications will not be consistent from contract to contract. Once the base 2006 Ford E-250 Cargo van specifications were established, the next process was to analyze and compare the cost of any required options, accessories or up fitting to make them equal.

CONCLUSION

The Administration recommends that the City Commission approve the purchase of one (1) 2006 Ford E-250 Cargo Van, pursuant to Florida State Contract No. 04-12-0823, from Duval Ford, in the amount of \$15,958.00.

JMG/RCM/FJ/FB/GA/GL/AET/mo

T:\AGENDA\2006\jul1206\consent\Vehicles.Memo.doc

C4
Comm. Committee
Assignments




MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager 

DATE: July 12, 2006

SUBJECT: **REFERRAL TO NEIGHBORHOODS/COMMUNITY AFFAIRS COMMITTEE -
DISCUSSION REGARDING A PROPOSED CHARTER AMENDMENT
CHANGING THE TERM OF APPOINTMENT FOR BOARD OF ADJUSTMENT
FROM ONE YEAR TO TWO YEAR STAGGERED TERMS.**

ADMINISTRATION RECOMMENDATION

The Administration recommends that the Commission refer this item to the Neighborhoods/Community Affairs Committee for discussion.

BACKGROUND AND ANALYSIS

Article 1, Section 2 of the City's Related Special Acts governs the appointment, composition and duties of the Board of Adjustment. It states that the Board of Adjustment shall consist of seven voting members, specifies the required composition of the board from a number of professions, and defines the role of the Board to hear and decide variances and administrative appeals.

This section of the City's Related Special Acts also specifies that board members shall be appointed for a term of one year by a five-sevenths vote of the city commission.

However, for all the other land use boards of the City (Planning Board, Historic Preservation Board, and Design Review Board), the City Code specifies that members terms shall be for two years.

The practice of appointing board members for two year terms, on a staggered rotation, has in past ensured that a reasonable number of board members have served on the various land use boards for at least some time, and that some continuity and "institutional memory" can be maintained. Conversely, the Board of Adjustment members have in past expressed the desire that their board could also have two year staggered terms, to avoid the constant problem of new members all coming on to the board at the same time.

To change the language of the Related Special Acts, an amendment would need to be submitted to referendum to the electorate. November 7, 2006 is the date of the next general election, and a resolution placing the appropriate question on the ballot could be approved by the Commission at its September 6, 2006 meeting, if desired.

Agenda Item CYA
Date 7-12-06

BOARD OF ADJUSTMENT RECOMMENDATION

At the April 7, 2006 Board of Adjustment meeting, the Board held a workshop on a variety of issues, and requested that the City Commission consider amending the Related Special Acts in order to change the Board of Adjustment terms from one year to two year staggered terms.

FISCAL IMPACT

This proposal has no associated negative fiscal impact upon enactment.

CONCLUSION

The Administration recommends that the City Commission refer this item to the Neighborhoods/Community Affairs Committee.


JMG/TN/JGG/RGL

T:\AGENDA\2006\jul1206\consent\ballot question BOA terms - Referral to NCAC.doc

**PROPOSED BALLOT QUESTION AND TEXT –
NOVEMBER 7, 2006 SPECIAL ELECTION**

I. PROPOSED BALLOT QUESTION

CHANGING TERM OF BOARD OF ADJUSTMENT MEMBERS
FROM ONE YEAR TO TWO YEAR STAGGERED TERMS

SHALL THE CITY OF MIAMI BEACH'S RELATED SPECIAL ACTS, SECTION 2 THEREOF REGARDING "BOARD OF ADJUSTMENT", BE AMENDED TO CHANGE THE TERM OF APPOINTMENT FOR BOARD OF ADJUSTMENT MEMBERS FROM ONE YEAR TO TWO YEAR STAGGERED TERMS?

_____ YES

_____ NO

II. PROPOSED RELATED SPECIAL ACT'S TEXT

Sec. 2. Appointment, composition and duties of board of adjustment.

The board of adjustment shall consist of seven voting members.

The members shall consist of the following:

One member shall be appointed from one of the following professions or callings: Law, architecture, engineering, real estate development, certified public accounting, financial consultation, and general business. The members representing the professions of law, architecture, engineering and public accounting shall be duly licensed by the State of Florida; the member representing general business shall be of responsible standing in the community, and each member shall be bound by the requirements of the Conflict of Interest Ordinance of the city and shall be subject to removal from office for the violation of the terms thereof. No member shall have any financial or other interest in any matter coming before the board. Members shall be appointed for a term of one two years by a five-sevenths vote of the city commission, with all terms to be staggered upon initial appointment by the City Commission. Members of the board of adjustment must be either residents or have their principal place of business in Miami Beach; provided, however, that this amendment shall not affect the term of existing members of the board of adjustment.

Such board of adjustment shall hear and decide appeals from, and review, any order, requirements, decision or determination made by an administrative official charged with the enforcement of the Zoning Ordinance of the City of Miami Beach. Where there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of said Zoning Ordinance, the board of adjustment

shall have the power in passing upon appeals, to vary or modify any regulations or provisions of such ordinance relating to the use, construction, or alteration of buildings or structures, or the use of land, so that the spirit of the Zoning Ordinance shall be observed, public safety and welfare secured, and substantial justice done. In no case shall the board have any power to amend the Zoning Ordinance with reference to the use of land, or jurisdiction over any request for variance which shall constitute an amendment to the Zoning Ordinance as to the use of land. The board shall fix a reasonable time for the hearing of any matter before it and shall give due notice thereof to the parties.

Upon the hearing, any person may appear in person or by agent or by attorney. The board may require that all testimony given before it shall be under oath. Any order or decision of the board of adjustment shall require an affirmative five-sevenths vote of the board. The decision of the board of adjustment shall be final, and there shall be no further review thereof except by resort to a court of competent jurisdiction by petition for writ of certiorari.

All variance requests shall be first submitted to the city attorney for a determination whether the requested variance is properly such, and does not constitute a change or amendment to the Zoning Ordinance. The jurisdiction of the board of adjustment shall not attach unless and until the board has before it a written certificate of the city attorney that the subject matter of the request is properly before the board. The separate written recommendations of the planning and zoning director and of the public works director shall be before the board prior to its consideration of any matter before it.

(Laws of Fla., 1923, ch. 9837, § 7; election of 5-29-62; election of 11-5-68; election of 4-23-70; election of 3-8-77; election of 11-1-77; Res. No. 2003-25391, election of 11-4-03)

*

*

*



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 12, 2006

SUBJECT: **REPORT OF THE NEIGHBORHOODS/COMMUNITY AFFAIRS COMMITTEE
MEETING HELD ON WEDNESDAY, MAY 24, 2006.**

A meeting of the Neighborhoods/Community Affairs Committee was held on Wednesday, May 24, 2006, at 2:30 pm in the City Manager's Large Conference Room. Commissioners in attendance: Luis R. Garcia Jr., Richard L. Steinberg, Jerry Libbin, and Matti Herrera Bower. City staff in attendance: Jorge M. Gonzalez, City Manager; Hilda M. Fernandez, Assistant City Manager; Robert C. Middaugh, Assistant City Manager; Kathie Brooks, Budget and Performance Improvement Director; Jean Olin, Deputy City Attorney; Gary Held, First Assistant City Attorney; Raul Aguila, First Assistant City Attorney; Vivian Guzmán, Neighborhood Services Director; Jorge Gomez, Planning Director; Saul Frances, Parking Director; Fred Beckmann, Public Works Director; Jan Pye, Neighborhood Services Department; Jorge Fraga, Sr. Management Consultant; Dolores Mejía, Margarita Alcon, and Marlene Taylor, Mayor and Commissioners Office; and Randi MacBride, Neighborhood Services Department.

**1. DISCUSSION REGARDING AMENDING THE CITY CODE FOR THE PURPOSE
OF EXPANDING THE TYPES OF TRANSACTIONS IN WHICH THE CITY MUST
PROVIDE NOTICE OF ITS CAMPAIGN FINANCE LAWS.**

Jean Olin introduced the proposed amendments dealing with prohibition on vendors or lobbyists for vendors making campaign contributions to candidates for elected office in the City of Miami Beach. The suggestion that has been raised is that the definition of vendor should be amended to establish a dollar threshold where there is no threshold now. The dollar amount that has been suggested is \$5,000.00 in a City of Miami Beach fiscal year.

ACTION: The Committee moved to have the City's Legal Department further refine the threshold standard for exempting certain vendors from the campaign finance prohibition of the city code and return to a future Committee meeting.

**2. DISCUSSION REGARDING SERVING "FOIE GRAS" IN THE CITY OF MIAMI
BEACH.**

Commissioner Steinberg introduced the item by showing a short video produced by local television channel 4 to demonstrate the inhumane method of production of "foie gras".

Agenda Item C6A

Date 7-12-06

Debbi Turner, Assistant City Attorney explained that under state law, the City is not able to ban the selling of "foie gras".

Commissioner Steinberg explained that since the City cannot ban this product that the city could recommend to the restaurants that do business here, through the form of a resolution, that they not serve it unless a more humane way is found to produce it as well as asking the state legislature to consider the issue.

Michael Bloise, Executive Chef at Goldman Properties' Wish Restaurant, gave opposing views on the issue. He also provided a handout from the American Veterinary Association website.

Sandee Birdsong, Chef at Tantra Restaurant, stated that personally she does not like foie gras however if a decision is made to not be able to serve something because of an emotional attachment then we must consider other animals like cows, lambs, and animals that are being destroyed as a species and are being served here.

Commissioner Steinberg stated that he would bring the item back for consideration when he deemed appropriate.

ACTION: The Committee moved to take no action unless further research is done.

3. DISCUSSION REGARDING PLACING A CHARTER AMENDMENT ON THE NOVEMBER BALLOT TO ALLOCATE FUNDS TO PUBLIC EDUCATION, AFFORDABLE AND WORKFORCE HOUSING, AND COMMUNITY ARTS COUNCIL FOR COMMUNITY ART.

Kathie Brooks, Budget and Performance Improvement Director, introduced the item explaining the Administration was directed to prepare a summary of the City's current efforts on behalf of education on Miami Beach. Ms. Brooks reviewed for the Committee the summary, included in the agenda package.

The Administration recommended that the City negotiate an Education Compact with the School Board that will generate the enhancements desired by the community.

ACTION: This was a discussion item as the Commission had already given direction at the Commission retreat that is in line with the Administrations recommendation.

4. DISCUSSION REGARDING THE CLEANLINESS INDEX REPORT.

Kathie Brooks, Budget and Performance Improvement Director, reviewed the Cleanliness Index Report included in the agenda package.

Commissioner Garcia asked how well the city is doing. Ms. Brooks explained that the City is improving and heading in the right direction, however we are not yet where we would like to be.

Commissioner Libbin expressed that he would like to have detailed work plans and that he would like to hear all the particulars as to how employees are to be doing their jobs.

Jorge Gonzalez, the City Manager, explained that the process, being discussed today intends, in a very systematic way, to ensure that the job is being done. He also explained that this process was designed by an industrial engineer.

Commissioner Bower suggested that the commissioners go out with the assessment teams to get a better feel as to how this is accomplished.

ACTION: This item was for discussion only, however the Administration will offer individual briefing sessions to each Commissioner and will provide the Commission with results on a quarterly basis.

5. DISCUSSION REGARDING A REQUEST TO DEDICATE FIRE STATION NO. 4 TO LEONARD "LENNY" RUBIN WHO DIED IN THE LINE OF DUTY IN A BUILDING FIRE AT THE OLD CARILLON HOTEL ON MARCH 8, 1962.

Eric Yuhr, Assistant Fire Chief, presented the item explaining that Leonard "Lenny" Rubin is the only firefighter to die while on duty in the City of Miami Beach. The committee asked for guidance in the proper procedure to handle. Raul Aguila, First Assistant City Attorney, explained that passing at the committee level is the first step followed by Commission approval where naming of a public facility requires a 5/7 vote. There would then be a referendum, a question for the ballot in November. Provided it is approved by the voters, then we can proceed.

ACTION: The Committee moved to bring the item to the full City Commission.

6. DISCUSSION REGARDING THE USE OF BLOWERS.

Robert C. Middaugh, Jr., Assistant City Manager, presented the item and explained that there are two basic approaches and that after explaining them he would like to know which direction the committee would like to take and he will come back with an ordinance. Mr. Middaugh continued that some communities try to regulate the use of the blowing device by either stating that they cannot be used or that the blowers can be used under certain conditions. Mr. Middaugh continued that other communities have taken a results oriented approach by stating that litter and debris is not to be in the streets or drains no matter how it gets there. He elaborated that, in terms of the two approaches, he believes that regulating the device is going to be the more difficult to enforce.

ACTION: The Committee directed staff to consider the approach requiring debris to be contained on the individual property for the drafting of an ordinance.

7. DISCUSSION REGARDING THE MARINE AUTHORITY BOARD MOTION THAT A TEMPORARY FACILITY BE ESTABLISHED NEAR ISLAND VIEW PARK TO ACCOMMODATE AS MANY VESSELS AS POSSIBLE.

Robert C. Middaugh, Jr., Assistant City Manager, gave an overview of the item for discussion. He explained that after the Commission adopted the mooring ordinance that restricted the amount of time vessels could moor in our waters, this discussion ensued. One of the provisions in the ordinance stated that the City Manager had the authority to designate temporary mooring areas. The Marine Authority took up that concern as well as the question of what the city should do by way of a more permanent mooring facility. The most immediate question is should any area be designated as a temporary facility. One area that has been suggested is a small area that is under the City's direct control, just off our current boat ramp off Purdy

Avenue near Island View Park.

Commissioner Garcia expressed his concern that this is a very small area.

Dr. Morris Sunshine, the former chairman of the Marine Authority, explained that the Marine Authority, at the time the Commission passed the 7-day anchoring ordinance, urged the Commission to look into the establishment of a permanent mooring area and a designated anchorage area. He continued to explain that an anchorage area is a place where boats lower their anchors over the side and anchor whereas a mooring is a permanent attachment to the bottom that usually has a chain that goes up to a float at the surface and the sailor ties their boat to a permanent mooring. The Marine Authority had hoped that both options will be considered.

Commissioner Steinberg stated that he thought the area by interstate 195 near Julia Tuttle Causeway was an area to be considered. There are sailboats there now that are far enough away from people's property that it probably is not a concern and we have had no complaints but we did get complaints from people that were living on the islands. Maybe we want to limit the number of boats if we go to an anchoring facility. He continued that maybe we want to make sure that these are people that live in Miami Beach. If we are the only one in the area with such a facility then we will find people coming from all over Dade County to litter this area with their vessels. He asked if we can limit an area to residents only and Gary Held, First Assistant City Attorney, agreed to look into that possibility.

Fred Beckmann, Public Works Director, explained the need for a bottom survey to ensure that there are no environmental issues before a mooring field site can even be considered.

Commissioner Garcia stated that if we designate an area people will come and we will end up with a floating city.

Commissioner Bower expressed that we are a water community and that we need to make an effort to get some answers regarding the issues including the number of boats that we are talking about and ensuring that the residents are not disturbed.

Commissioner Steinberg believes that before any money is spent that a determination needs to be made as to whether we can go with a priority system for residents vs. non-residents or limiting the number of boats in an area.

Commissioner Garcia stated that no alternative that would allow someone to anchor their boat in perpetuity is going to be allowed.

ACTION: The Committee made no motion on this item.

8. DISCUSSION REGARDING THE PROPOSED AMENDMENT ALLOWING CIGAR VENDORS ON OCEAN DRIVE.

Commissioner Garcia opened the discussion of this item by explaining that according to the ordinance as it exists today, for someone to be selling cigars at a table, the vendor must be in a substantially enclosed building.

Jorge Gomez, Planning Director, explained that there is a specific section of code that deals with the Ocean Drive mixed-use entertainment district and it has an entire section that deals with accessory uses along Ocean Drive permitted to hotels. When you are in a hotel the code states the type of accessory uses that you can have in this district and it gives specific language about the uses located on the porches,

patios, and terraces. It states that the only thing that is allowed is flower vendors in a movable cart and the tables and seating for outdoor cafes. Based on an interpretive letter issued several years ago it was thought that if a cigar vendor had a license to the hotel, with a place to sell inside the hotel, it was considered a service to the sidewalk café enabling the vendor to go out and service the customers in the sidewalk café.

Mr. Gomez also stated that when he recently reviewed the code, those uses on the porches, terraces, and patios are actually prohibited except for those uses expressly allowed. So if the intent here today is to allow the sale of merchandise outside of an enclosed structure on Ocean Drive, specific language would have to be added. The previous interpretation was actually incorrect.

Commissioner Garcia suggested a way to regulate the cigar vendors selling while traveling between licensed locations would be to designate some type of structure/box that would cover up the cigars when off of the property. If the vendor is caught with the structure open while they are walking then you have a violation.

Vivian Guzman, Neighborhood Services Director, added that the vendors have the flashing lights as attention getting devices and that is how they sell going from point A to point B.

Jorge Gonzalez, City Manager, recommended going with Commissioner Garcia's suggestion to have a box designed that is more appropriate from an enclosure perspective and if the vendors agree to remove the lights then we can accept that and sales will only be on private property. What the city is trying to accomplish here is to get the vendors into where they are licensed which is on private property, not on the right-of-way. Mr. Gonzalez also recommended having the Planning Department get a chance to look at the boxes.

Commissioner Steinberg stated that there may be an enforcement issue as far as the licensing and how they can be cited that makes it so that we cannot enforce the ordinance.

Vivian Guzman, Neighborhood Services Director, mentioned that what can be considered is going to an immediate fine.

Jorge Gomez, Planning Director, asked if the issue of the box and the not wearing of lights would be addressed in something like a code of honor that the operator understands the conditions under which they will be issued a license by the Licensing Division and if these conditions are violated they will be advised by the Code Compliance Division.

ACTION: The Committee moved to take the proposed ordinance amendments to the Planning Board.

9. DISCUSSION REGARDING THE COMPOSITION OF THE TRANSPORTATION AND PARKING COMMITTEE.

Robert C. Middaugh, Jr., Assistant City Manager, introduced this item explaining that the Transportation and Parking Committee has had some trouble obtaining a quorum with their current membership. Their problem is that they are made up of organizations that are designated seats of members that either don't exist or don't come.

There are two methods to address the problem. One method is to remove non-functioning seats which reduces their total membership or revert to a more traditional Board Commission appointed method as we have on other boards and take out the community representatives going forward.

Alan Fishman, the current director of the Transportation and Parking Committee, explained that the committee is recommending leaving the committee with seven appointees, one from each of the Commissioners and seven at large seats which have already been designated from the areas of North, Middle, and South Beach.

ACTION: The Committee moved to accept the recommendation of the Transportation and Parking Committee.

JMG/HMF/VPg/rfm



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager *Jorge*

DATE: July 12, 2006

SUBJECT: **REPORT OF THE GENERAL OBLIGATION BOND OVERSIGHT COMMITTEE
MEETING ON JUNE 5, 2006**

The General Obligation Bond Oversight Committee ("Committee") met on June 5, 2006. At the meeting, the Committee considered the following issues.

The Committee reviewed and approved the minutes of the May 1, 2006 meeting.

PROJECT STATUS REPORT

A. Update on Fire Station No. 2:

Interior installations continue. When TCO is obtained, the renovation of historic building will begin. The contractor is ready to proceed as soon as the occupants move into the new building.

B. Update on Fire Station No. 4:

Fire Station No.4 is progressing a bit faster than Fire Station No. 2.

C. Update on Normandy Isle Park and Pool:

Construction continues to make progress. Stucco, interior work being completed, and pool tiles installed. The deck is expected to be installed in July 2006. The park portion is substantially completed, and some elements are open to the public, such as courts and open field.

PROPOSED RE-ORGANIZATION OF PROJECT STATUS REPORT

CIP presented a proposed modification to the table of contents organization of the Status reports for review.

Additional suggestion was made that the meetings themselves be organized according to districts. Meetings could be dedicated to North, Middle and South Beach exclusively – unless there is a pressing issue with a particular project – and the reports for those meetings will reflect only those areas being addressed at the particular meeting. A written list can be included, without detail, of inactive projects, so that the committee can be aware of all the projects but only need a "snapshot" view. An additional suggestion was to hold one or two meetings a year dedicated to those projects that are managed by departments other than CIP, and the representatives of those departments could come to the dedicated meetings.

ACTION: CIP Staff will bring a proposed schedule and re-vamped project reports to the next meeting. The new status reports will also include timelines.

Agenda Item C6B
Date 7-12-06

INFORMATIONAL ITEMS

A. Updated Calendar of Scheduled Community Events

The updated Calendar of Scheduled Community Meetings was reviewed. CIP continues to notify Committee-members of public meetings via email if the events are planned between meetings and are not listed in the Calendar of Scheduled Community Meetings as part of the agenda.

B. AiPP Installation at Washington Avenue and 3rd Street

The project, entitled "Corona Del Mar," has been delayed for some time. Contract executed in 2002 and the artist is asking for additional funding in order to complete the project. This project was brought back to the AiPP Committee the week of May 22. The steel moldings for the structure have already been completed and some of the metal has been poured, but more needs to be poured and the piece needs to be assembled at the site. The artist is currently requesting funds that will more than double the original cost of the project. Report presented by Max Sklar.

The Committee adjourned at 6:35 PM. The next meeting will be held July 10, 2006.


JMG/THUECH/SHL

F:\CAPI\Sall\Shan\Commission Items\GOBond Meeting Summary Minutes 07122006.doc



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager *JMG*

DATE: July 12, 2006

SUBJECT: **REPORT OF THE MINUTES OF THE LAND USE AND DEVELOPMENT COMMITTEE MEETING OF TUESDAY, JUNE 6, 2006.**

A meeting of the Land Use and Development Committee was held on Tuesday, June 6, 2006 at 4:00 p.m. in the City Manager's Large Conference Room. The following were in attendance: Commissioners Matti Herrera Bower and Jerry Libbin. Members of the City Administration and the public were also in attendance, see sign in sheet attached. The meeting was called to order at 4:25 p.m.

OLD BUSINESS

1. **DISCUSSION REGARDING "UTILITY LINE CLEARING," AN FPL PROPOSED ORDINANCE FOR THE VILLAGE OF PALMETTO BAY, FLORIDA.**

ACTION: The Committee requested that the Administration prepare an ordinance dealing with private property and return to Land Use and Development Committee for further review and discussion.

2. **DISCUSSION ON PARTY HOUSES.**

ACTION: The Committee instructed the Administration to address the various comments and suggestions received at the meeting and return to the Land Use and Development Committee with a revised ordinance for further discussion.

3. **DISCUSSION ON ORDINANCE PROHIBITING HEIGHT VARIANCES WITHOUT CITY COMMISSION APPROVAL OR PUBLIC REFERENDUM.**

ACTION: The Land Use and Development Committee decided to have height variances granted by the Board of Adjustment be also required to obtain City Commission approval. The Administration was directed to place the item on the July 12, 2006 City Commission meeting for full discussion by the Commission.

4. **DISCUSSION REGARDING THE 90-DAY TIME PERIOD WHEN ZONING IN PROGRESS STARTS AFTER A POSITIVE RECOMMENDATION FROM THE PLANNING BOARD AND SCHEDULED FOR THE CITY COMMISSION MEETINGS.**

ACTION: The Administration was instructed to forward the proposed ordinance to the Planning Board and include the sentiment of the Land Use and Development Committee that 120 days may be sufficient.

Agenda Item C6C
Date 7-12-06

5. **DISCUSSION ON HISTORIC PRESERVATION BOARD RESOLUTION PERTAINING TO THE TRANSFER OF DEVELOPMENT RIGHTS (TDR's).**

ACTION: Item not reached.

6. **DISCUSSION REGARDING THE .5 FAR BONUS IN EXISTING ZONING CODE FOR MIXED USE DEVELOPMENTS AND RESERVING SUCH BONUS FOR AFFORDABLE HOUSING/WORKFORCE HOUSE.** Referral from the April 11, 2006 City Commission Meeting. Continued from the May 8, 2006 Committee meeting.

ACTION: Item not reached.

NEW BUSINESS

7. **DISCUSSION ON AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," DIVISION 2, "RS-1, RS-2, RS-3, RS-4 SINGLE-FAMILY RESIDENTIAL DISTRICTS," BY AMENDING LOT COVERAGE, STRUCTURE SIZE, BUILDING HEIGHT AND SETBACK REQUIREMENTS FOR NEW SINGLE-FAMILY RESIDENTIAL CONSTRUCTION AND BY AMENDING THE CRITERIA AND PROCEDURAL THRESHOLDS FOR THE REVIEW AND APPROVAL OF NEW SINGLE-FAMILY RESIDENTIAL CONSTRUCTION INCLUSIVE OF THE CREATION OF A NEW SINGLE-FAMILY RESIDENTIAL REVIEW PANEL; PROVIDING CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.**

ACTION: Refer the proposed ordinance to the July 12, 2006 Commission Meeting for Public Hearing.

8. **DISCUSSION ON NON-CONFORMING STATUS OF CONDO CONVERSIONS.**

ACTION: The Administration will outline and further define the issues and bring back to the Land Use and Development Committee at a future date.

The meeting adjourned at 6:00 P.M.

JMG/ /r
Attachments

T:\AGENDA\2006\jul1206\consent\Land Use Minutes of 060620006.doc

LAND USE AND DEVELOPMENT COMMITTEE MEETING

June 6, 2006 @ 4:00 P.M.

City Manager's Large Conference Room

Attendance Sheet

NAME	E-MAIL ADDRESS	CONTACT NUMBERS	FAX NUMBER
1. Jorge Gomez	jgomez@miamibeachfl.gov	7550	7559
2. Harvey Wilensky	harvey@cci-sw.com		
3. Danielle Blake	danielle@miamire.com	3/468-7015	3/468-7070
4. Michael Brennan	PA @ BRLMANCONSULTING.NET	44-7040	
5. AC WEINSTEIN	AC WEINSTEIN@miamibeachfl.gov	* 6 1 5 7	
6. CHRIS LATT	christopherl@t@miamibeachfl.gov		
7. John Oldenburg	John.Oldenburg@miamibeachfl.gov	6820	7725
8. Ken Harvey	KHARVEY@AOL.COM	3/610-7556	305-532-4269
9. Richard Kuper	RKuper@aol.com	305-532-1054	
10. Brad Meltzer	bmeltzer@km-plaza.com	786-553-5207	
11. Margie Wilensky	margie@cci-sw.com	305-538-1145	
12. Hans C. Mueller	HANSMUELLER@AOL.COM	305-333-0055	305-673-8442
13. Lynn Bernstein	lynnbernstein@miamibeachfl.gov	6178	
14. Vivian Goughan	VIVIANGoughan@AOL.COM	7077	673-7772
15. Tim Rose	Tim.Rose@PHSISLANDS.org	305-489-8617	
16. Reuben Caronelli	rcaldwell@miamibeachfl.gov	305-673-7000 Ext 6467	
17. Gary Held	@		
18. Jeff Donner	@	305 673-7470	
19. Richard Lorber	@	673-7550	
20. Jimmy McMillin	@	* 6005	

F:\cmgr\LAND USE & DEVELOPMENT COMMITTEE\Attendance Sheet.doc

LAND USE AND DEVELOPMENT COMMITTEE MEETING

June 6, 2006 @ 4:00 P.M.

City Manager's Large Conference Room

Attendance Sheet

NAME	E-MAIL ADDRESS	CONTACT NUMBERS	FAX NUMBER
1. Esther Rodriguez	esther.rodriguez@miamibeachfl.gov	6528	
2. R. Middaugh	bob.middaugh@	6163	
3. Hilda Fernandez	hildafernandez@	2568	
4.	@		
5.	@		
6.	@		
7.	@		
8.	@		
9.	@		
10.	@		
11.	@		
12.	@		
13.	@		
14.	@		
15.	@		
16.	@		
17.	@		
18.	@		
19.	@		
20.	@		

F:\cmgr\ALL\LUP\LAND USE & DEVELOPMENT COMMITTEE\Attendance Sheet.doc

Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, appropriating funds for architectural engineering services to Architektnics Inc., in an amount not to exceed \$102,000 for the renovation of the existing Golf Course Maintenance Building; \$115,000 for the design, of a new Cart Barn; and \$40,000 for the design of two (2) Restroom Buildings and appropriating funds for pre-construction services to Coastal Construction Company Inc., in an amount not to exceed \$9,282 for the renovation of the existing Golf Course Maintenance Building; \$9,282 for the construction of a new Cart Barn; and \$6,962 for the construction of two (2) new Restroom Buildings for a total appropriation of \$282,526 from the North Beach Quality of Life Funds.

Key Intended Outcome Supported:

Ensure well designed quality capital projects.

Issue:

Should the City Commission adopt the Resolution?

Item Summary/Recommendation:

On May 10, 2006 the Mayor and City Commission waived by 5/7ths vote the competitive bidding requirements with respect to the procurement of the required A/E services and the requirements of the Consultants Competitive Negotiation Act, finding and declaring the existence of a valid public emergency, thereby necessitating the expedited procurement of the required A/E services for the Normandy Shores Golf Course Clubhouse, Cart Barn, Maintenance Building and two(2) Restroom Buildings and allowing for the execution of a contract to the Architectural firm of Architektnics Inc., in an amount not to exceed \$525,000.

In addition, the Mayor and City Commission waived by 5/7ths vote the competitive bidding requirements for the procurement of pre-construction services from Coastal Construction Company Inc., a Construction Manager at Risk firm (CMR), for the necessary demolition, design review, and construction services for the renovation of the Normandy Shores Clubhouse and Maintenance Building, and the construction of a new Cart Barn, and two (2) new Restroom Buildings. The Capital Improvement Projects Office (CIP) has negotiated separate agreements with Architektnics Inc., and Coastal Construction Company for these facilities as follows:

Design and Construction Administration Fee for the Clubhouse: \$268,000

Design and Construction Administration Fee for the Cart Barn: \$115,000

Design and Construction Administration Fee for the Maintenance Building: \$102,000

Design and Construction Administration Fee for the two (2) Restroom Buildings: \$40,000

Pre-Construction Service Fees for the Clubhouse: \$24,474

Pre-Construction Service Fees for the Cart Barn: \$9,282

Pre-Construction Service Fees for the Maintenance Building: \$9,282

Pre-Construction Service Fees for the two (2) Restroom Buildings: \$6,962

Since funding for the Ancillary Facilities (Cart Barn, Maintenance Building and Restroom Buildings) that serve the operational needs of the golf course were not previously appropriated, the Administration requests that the City appropriate funding in an amount not to exceed \$257,000 for A/E services and \$25, 526 for pre-construction services, in order to provide the necessary aforesaid services for the ancillary facilities. It is not necessary to appropriate funding in the amount of \$268,000 for design and construction administration services and \$24,474 for pre-construction services for the Clubhouse since this was appropriated using G.O. Bond funds at the time the waivers were approved on May 10, 2006.

The total A/E service fee negotiated for all the facilities serving the golf course is \$525,000 which is consistent with the not to exceed amount of \$525,000 approved in Resolution Number 2006-26198 and the total CMR fee negotiated for all the facilities serving the golf course is \$50,000 which is consistent with the not to exceed amount of \$50,000 approved in Resolution Number 2006-26197.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:	Amount	Account	Approved
OBPI	1	\$282,526	North Beach Quality of Life 161-6235
	Total	\$282,526	

Financial Impact Summary:**City Clerk's Office Legislative Tracking:**

Graciela Escalante R.A., Senior Capital Projects Coordinator

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JEC	TH	

\\CAP\MAIL\COMMISSION TEMPLATES\Commission Summary Blank January 2006.doc



MIAMIBEACH



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 12, 2006.

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING FUNDS FROM THE NORTH BEACH QUALITY OF LIFE FUNDS, FOR THE A/E SERVICES AGREEMENTS WITH ARCHITEKNICS, INC., AS APPROVED PURSUANT TO RESOLUTION NO. 2006-26198, IN AN AMOUNT NOT TO EXCEED \$102,000, FOR THE RENOVATION OF THE EXISTING NORMANDY SHORES GOLF COURSE MAINTENANCE BUILDING; \$115,000 FOR THE DESIGN OF A NEW CART BARN; AND \$40,000 FOR THE DESIGN OF TWO (2) RESTROOM BUILDINGS; AND APPROPRIATING FUNDS FROM THE NORTH BEACH QUALITY OF LIFE FUNDS FOR PRE-CONSTRUCTION SERVICES AGREEMENT(S) WITH COASTAL CONSTRUCTION COMPANY, INC., AS APPROVED PURSUANT TO RESOLUTION NO. 2006-26196, IN AN AMOUNT NOT TO EXCEED \$9,282, FOR THE RENOVATION OF THE EXISTING NORMANDY SHORES GOLF COURSE MAINTENANCE BUILDING; \$9,282, FOR THE CONSTRUCTION OF A NEW CART BARN; AND \$6,962 FOR THE CONSTRUCTION OF TWO (2) RESTROOM BUILDINGS; ALL FOR A TOTAL APPROPRIATION OF \$282,526.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

Funding is available from the North Beach Quality of Life Funds.

ANALYSIS

On February 9, 2000 (Resolution No. 2000-23796) the City of Miami Beach appropriated \$5,000,000 to fund the Normandy Shores Clubhouse Renovations and Golf Course Improvements and obtained a loan from the City of Gulf Breeze, Florida (Resolution 2001-24500).

On May 10, 2006 the Mayor and City Commission waived by 5/7ths vote the competitive bidding requirements with respect to the procurement of the required A/E services and the requirements of the Consultants Competitive Negotiation Act, finding and declaring the existence of a valid public emergency, thereby necessitating the expedited procurement of

the required A/E services for the Normandy Shores Golf Course Clubhouse, Cart Barn, Maintenance Building and two(2) Restroom Buildings and allowing for the execution of a contract to the Architectural firm of Architektnics Inc., in an amount not to exceed \$525,000.

In addition, the Mayor and City Commission waived by 5/7ths vote the competitive bidding requirements for the procurement of pre-construction services from Coastal Construction Company Inc., a Construction Manager at Risk firm (CMR), for the necessary demolition, design review, and construction services for the renovation of the Normandy Shores Clubhouse and Maintenance Building, and the construction of a new Cart Barn, and two (2) new Restroom Buildings.

The Capital Improvement Projects Office (CIP) has negotiated separate agreements with Architektnics Inc., and Coastal Construction Company for these facilities as follows:

Design and Construction Administration Fee for the Clubhouse: \$268,000
Design and Construction Administration Fee for the Cart Barn: \$115,000
Design and Construction Administration Fee for the Maintenance Building: \$102,000
Design and Construction Administration Fee for the two (2) Restroom Buildings: \$40,000

Pre-Construction Service Fees for the Clubhouse: \$24,474
Pre-Construction Service Fees for the Cart Barn: \$9,282
Pre-Construction Service Fees for the Maintenance Building: \$9,282
Pre-Construction Service Fees for the two (2) Restroom Buildings: \$6,962

The City Commission pursuant to Resolution Number 2000-23796, appropriated funding for the Normandy Shores Clubhouse renovations that will be used to pay for the design and construction administration fee of \$268,000, to Architektnics Inc. and further appropriated funding for the Normandy Shores Clubhouse renovations that will be used to pay for the pre-construction service fee of \$24,474, which includes a \$1,588 contingency, to Coastal Construction Company Inc.

On May 10, 2006 (Resolution Number 2006-26198 and Resolution Number 2006-26197) the Mayor and City Commission approved the use of G.O.Bond funds in an amount not to exceed \$525,000 for design and construction administration services to Architektnics Inc., and approved the use of GO Bond funds in an amount not to exceed \$50,000 to Coastal Construction Company Inc.

During the negotiation phase of the architectural / engineering agreement(s) and the pre-construction services agreement(s), CIP Staff was advised that G.O. Bond funding could only be used to fund the necessary services for the Clubhouse since at the time of the G.O. Bond appropriation, the ancillary facilities were not mentioned in the Resolution which appropriated the Clubhouse funds (Resolution Number 2000-23796).

Since funding for the Ancillary Facilities (Cart Barn, Maintenance Building and Restroom Buildings) that serve the operational needs of the golf course were not previously appropriated, the Administration requests that the City appropriate funding in an amount not to exceed \$257,000 for A/E services and \$25, 526 for pre-construction services, in order to provide the necessary aforesaid services for the ancillary facilities. It is not necessary to appropriate funding in the amount of \$268,000 for design and construction administration services and \$24,474 for pre-construction services for the Clubhouse since this was appropriated using G.O. Bond funds at the time the waivers were approved on May 10, 2006.

The total A/E service fee negotiated for all the facilities serving the golf course is \$525,000 which is consistent with the not to exceed amount of \$525,000 approved in Resolution Number 2006-26198 and the total CMR fee negotiated for all the facilities serving the golf course is \$50,000 which is consistent with the not to exceed amount of \$50,000 approved in Resolution Number 2006-26197.

CIP has evaluated the scope requirements of the Normandy Shores facilities and has made certain budgetary recommendations regarding the total project budget which will be presented to the Capital Budget Funding Committee for Commission approval in October of 2006. The summary of the recommendations is as follows:

Normandy Shores Clubhouse Renovations: Consists of limiting the renovations of the Clubhouse to the original historic footprint of the facility. This entails the demolition of existing additions which are not appropriate to the historical integrity of the building. The scope of the renovation includes but is not limited to window replacement, ADA upgrades, mechanical equipment replacement, electrical upgrades and replacement, lighting, flooring, interior replacement of partitions due to water damage and structural repairs. A new kitchen and bar which will accommodate a lite lunch menu will also be provided, as well as re-asphalt of existing parking and drainage. The Budget for this facility has been estimated to be:

A/E Costs:	\$268,000
CMR Costs:	\$24,474
AIPP(1.5%):	\$28,875
Survey and Testing:	\$15,000
FF&E Costs:	\$360,000
CIP Office Management Fee:	\$131,285
IT Costs:	\$56,000
Permit Fees:	\$57,750
Construction (Renovation of the Clubhouse):	\$1,200,000
Signage (Monument Signs):	\$50,000
Construction (Renovation of the Parking):	\$500,000
Construction Contingency:	\$175,000
Total Construction:	\$2,866,384

Normandy Shores Maintenance Building Renovations: The scope of the renovation includes but is not limited to the renovation of the existing maintenance facility to the existing footprint and the replacement of windows, doors, roof , electrical and mechanical systems and the necessary structural repairs. A new chemical storage building and wash station will be added to the existing site to comply with DERM regulations. The Budget for this facility has been estimated to be:

A/E Costs:	\$102,000
CMR Costs:	\$9,282
AIPP(1.5%):	\$10,725
Survey and Testing:	\$15,000
FF&E Costs:	\$20,000
CIP Office Management Fee:	\$43,366
IT Costs:	\$10,000
Permit Fees:	\$21,450
Construction:	\$650,000

Construction Contingency:	\$65,000
Total Construction:	\$946,823

Normandy Shores Cart Barn: The scope entails providing a new cart barn that has a maximum capacity to house 60 electric carts and a unisex restroom. The Budget for this facility has been estimated to be:

A/E Costs:	\$115,000
CMR Costs:	\$9,282
AIPP(1.5%):	\$17,325
Survey and Testing:	\$15,000
FF&E Costs:	\$20,000
CIP Office Management Fee:	\$55,440
IT Costs:	\$10,000
Permit Fees:	\$34,650
Construction:	\$1,050,000
Construction Contingency:	\$105,000
Total Construction:	\$1,431,697

Normandy Shores Restroom Facilities(2): The scope entails the demolition of the existing restroom facilities and replacing with two new restroom facilities that are code compliant and ADA accessible. The Budget for this facility has been estimated to be:

A/E Costs:	\$40,000
CMR Costs:	\$6,962
AIPP(1.5%):	\$4,125
Survey and Testing:	\$15,000
CIP Office Management Fee:	\$13,200
Permit Fees:	\$8,250
Construction:	\$250,000
Construction Contingency:	\$25,000
Total Construction:	\$362,537

CONCLUSION

The Office of Capital Improvement Projects recommends that the Mayor and City Commission approve the appropriation of \$257,000 from the North Beach Quality of Life funds, to be applied toward A/E Agreement(s) appropriated pursuant to Resolution No. 2006-26198, for the design and construction administration service fees to Architektnics Inc. as follows; \$102,000 for the Maintenance Building; \$115,000 for the Cart Barn; \$40,000 for the two Restroom Buildings and approve the appropriation of \$25,526 from the North Beach Quality of Life funds to be applied toward the Pre-Construction Services Agreement(s) with Coastal Construction Company, Inc., in amounts not to exceed: \$9,282 for the Maintenance Building, \$9,282 for the Cart Barn, and \$6,962 for the two Restroom Buildings.

Attachments:
Exhibit A: A/E and CMR Agreement Worksheet.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING FUNDS FROM THE NORTH BEACH QUALITY OF LIFE FUNDS, FOR THE A/E SERVICES AGREEMENTS WITH ARCHITEKNICS, INC., AS APPROVED PURSUANT TO RESOLUTION NO. 2006-26198, IN AN AMOUNT NOT TO EXCEED \$102,000, FOR THE RENOVATION OF THE EXISTING NORMANDY SHORES GOLF COURSE MAINTENANCE BUILDING; \$115,000 FOR THE DESIGN OF A NEW CART BARN; AND \$40,000 FOR THE DESIGN OF TWO (2) RESTROOM BUILDINGS; AND APPROPRIATING FUNDS FROM THE NORTH BEACH QUALITY OF LIFE FUNDS FOR PRE-CONSTRUCTION SERVICES AGREEMENT(S) WITH COASTAL CONSTRUCTION COMPANY, INC., AS APPROVED PURSUANT TO RESOLUTION NO. 2006-26196, IN AN AMOUNT NOT TO EXCEED \$9,282, FOR THE RENOVATION OF THE EXISTING NORMANDY SHORES GOLF COURSE MAINTENANCE BUILDING; \$9,282, FOR THE CONSTRUCTION OF A NEW CART BARN; AND \$6,962 FOR THE CONSTRUCTION OF TWO (2) RESTROOM BUILDINGS; ALL FOR A TOTAL APPROPRIATION OF \$282,526.

WHEREAS, on February 9, 2000, pursuant to Resolution No. 2000-23796, the City appropriated \$5,000,000 for the renovation of the Normandy Shores Golf Course facilities, said monies to be funded by Gulf Breeze Loan Fund proceeds; and

WHEREAS, on May 10, 2006, pursuant to Resolution No. 2006-26198, the Mayor and City Commission waived, by 5/7ths vote, the competitive bidding requirements with respect to the procurement of the required A/E services for services related to the design of the Normandy Shores Golf Course Clubhouse, maintenance building, cart barn, and two(2) restroom buildings, in an amount not to exceed \$525,000, and authorized the City Manager (through the CIP Office) to negotiate and execute agreements for the necessary A/E services; and

WHEREAS, the CIP Office has negotiated A/E agreement(s) with Architeknics, Inc. for these facilities as follows: design and construction administration fee for the Clubhouse; \$268,000; design and construction administration fee for the cart barn; \$115,000; design and construction administration fee for the maintenance building; \$102,000; design and construction administration fee for the two (2) restroom buildings: \$40,000; and

WHEREAS, on May 10, 2006, the Mayor and City Commission also adopted Resolution No. 2006-26197 waiving, by 5/7ths vote, the competitive bidding requirements relative to the procurement of pre-construction services for the necessary demolition, design, and construction services for the renovation of the Normandy Shores Clubhouse, maintenance building, a new cart barn, and two (2) new restroom buildings, and authorized the City Manager (through the CIP Office) to negotiate and execute pre-construction agreement(s) with Coastal Construction, Inc.; and

WHEREAS, the CIP Office has negotiated pre-construction services agreement(s) with Coastal Construction Company Inc. for these facilities as follows: pre-construction service fee for the Clubhouse; \$24,474; for the cart barn; \$9,282; for the maintenance building; \$9,282; and for the two (2) restroom buildings; \$6,962; and

WHEREAS, funding for some of the aforesated A/E and pre-construction services was not previously appropriated; and

WHEREAS, the Administration hereby requests that the City appropriate additional funding, in the amount of \$282,526, from the North Beach Quality of Life Funds, in order to complete funding for the provision of the aforesated necessary A/E and pre-construction services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve the appropriation of \$282,526 from the North Beach Quality of Life Funds, to fund A/E Agreement(s) with Architektnics, Inc., as approved pursuant to Resolution No. 2006-26198, for design and construction administration service fees in amounts not to exceed \$102,000 for the Normandy Shores Golf Course maintenance building; \$115,000 for the cart barn; and \$40,000 for the two (2) restroom buildings; and to fund Pre-Construction Service Agreement(s) with Coastal Construction Company, in amounts not to exceed \$9,282 for the Normandy Shores Golf Course maintenance building; \$9,282 for the cart barn; and \$6,962 for the two (2) restroom buildings; all for a total appropriation of \$282,526.

PASSED AND ADOPTED this _____ day of _____, 2006.

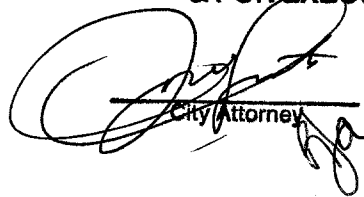
ATTEST:

CITY CLERK

MAYOR

T:\AGENDA\2006\jul1206\consent\NSGC-CH-Facilities AE-CMR Combination Resolution.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

7/6/06

Date

Exhibit "A"

Preconstruction Agreement Worksheet

Normandy Shores Clubhouse and Ancillary Facilities

June 15, 2006

Preconstruction Phases	Total
Design Review, Constructability and Value Engineering (30%)	\$5,450
Review of Existing Conditions	\$5,000
Cost Estimating/Cost Controls (70%)	\$12,716
Scheduling	\$2,500
Bidding	\$20,747
E - Builder Program	\$2,000
Contingency	\$1,588
Total	\$50,000

Breakdown of Total (Per Building)			
Maintenance	Restrooms	Cart Storage	Club House
\$1,090	\$817	\$1,090	\$2,452
\$1,000	\$750	\$1,000	\$2,250
\$2,543	\$1,907	\$2,543	\$5,722
\$500	\$375	\$500	\$1,125
\$4,149	\$3,112	\$4,149	\$9,336
\$0	\$0	\$0	\$2,000
\$0	\$0	\$0	\$1,588
\$9,282	\$6,962	\$9,282	\$24,474

CAC



Exhibit A

Architektnics Schedule of Payments

Clubhouse & Parking:

Phase I: 30% Design Documents *	\$ 24,750.00
Phase II: 60% Design Documents *	\$ 41,250.00
Phase III: 100% Permit Approved *	\$ 49,500.00
Bidding	\$ 8,250.00
Construction Administration (12 month construction)	\$ 41,250.00
Kitchen Consultant	\$ 10,000.00
Interior Designer	\$ 15,000.00
Subtotal	
	\$190,000.00

Survey underground - only (F.R.S. & Associates, Inc.)	\$ 48,000.00
Geotechnical testing (PSI)	\$ 5,000.00
Reimbursables: (reproduction and other costs)	\$ 25,000.00
Subtotal	\$ 78,000.00

Total Clubhouse **\$268,000.00**

Maintenance Facility:

Phase I: 30% Design Documents *	\$ 12,750.00
Phase II: 60% Design Documents *	\$ 21,250.00
Phase III: 100% Permit Approved *	\$ 25,500.00
Bidding	\$ 4,250.00
Construction Administration (8 month construction) (\$2,650.00/month, last month \$2,700.00)	\$ 21,250.00
Subtotal	\$ 85,000.00
Geotechnical testing (PSI)	\$7,000.00
Reimbursables: (reproduction and other costs)	\$10,000.00
Subtotal	\$17,000.00

Total Maintenance **\$102,000.00**

Cart Barn:

Phase I: 30% Design Documents *	\$15,000.00
Phase II: 60% Design Documents *	\$25,000.00
Phase III: 100% Permit Approved *	\$30,000.00
Bidding	\$5,000.00
Construction Administration (8 month construction) (\$3,125.00/month)	\$25,000.00
Subtotal	\$100,000.00

Geotechnical testing (PSI)	\$5,000.00
Reimbursables: (reproduction and other costs)	\$10,000.00
Subtotal	\$15,000.00

Total Cart Barn **\$115,000.00**

Two New Restroom Facilities:

Phase I: 30% Design Documents *	\$3,750.00
Phase II: 60% Design Documents *	\$5,000.00
Phase III: 100% Permit Approved *	\$7,500.00
Bidding	\$1,250.00
Construction Administration (6 month construction) (\$1,000.00/month, \$1,250.00 last month)	\$6,250.00
Subtotal	\$25,000.00

Geotechnical testing (PSI)	\$5,000.00
Reimbursables: (reproduction and other costs)	\$10,000.00
Subtotal	\$15,000.00

Total Restroom Facilities **\$40,000.00**

Total Contract **\$525,000.00**

RESOLUTION TO BE SUBMITTED

Condensed Title:

A resolution of the Mayor and City Commission of the City of Miami Beach, Florida, approving and authorizing the Mayor and the City Clerk to execute Amendment No. 5 to the agreement between the City and CH2M Hill, in an amount not to exceed \$55,863, for the provision of additional professional services associated with the installation of four (4) drainage test wells, for the Right-of-Way Infrastructure Improvements Program Neighborhood No. 8 - Bayshore and Sunset Islands project, and approving the use of funds, in the amount of \$55,863, for the amendment, from previously appropriated funds for the Bayshore and Sunset Islands neighborhood.

Key Intended Outcome Supported:

To ensure well designed quality capital projects.

Issue:

Should the City Commission approve the Amendment?

Item Summary/Recommendation:

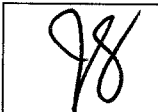
CH2M Hill (Consultant) is underway on the design portion of the Bayshore and Sunset Islands ROW Project (Project). Consultant is currently preparing the necessary permit applications in order to obtain regulatory approval of the project. The permitting process includes the submission of a permit application to the Florida Department of Environmental Protection (FDEP). FDEP requires a "Letter of Reasonable Assurance". The letter provides that the proposed well drainage system to be installed as a part of the ROW project will not adversely affect ground water conditions. In order to provide this assurance, four (4) drainage test wells must be installed. The wells consist of 7-inch diameter test holes to a depth of up to 200 feet, and other testing and analytical data. The test wells will yield information which will allow the Consultant to further refine calculations, make necessary changes based on that information and ultimately provide FDEP with the Letter of Assurance. This testing requirement formally became part of the Florida Administrative Code (the Code) Sections 62-528.603 and 62-528.635 as amended in 2002. (Attachment A). Previously, even though some requirements were already present in the Code, FDEP did not forcefully enforce the testing protocol. Because of recent events regarding possible contamination of fresh water basins by drainage wells in the proximity of the fresh water aquifer, FDEP is now forcefully enforcing the requirements of the Code. At the time that the Agreement with the Consultant was entered into in May 2001 some of the Amendments to the Code were not in place and the FDEP was not fully enforcing some provisions. Therefore, this requirement was not incorporated into the Consultant's Agreement as part of their scope. Because compliance with the Code is now necessary and the test wells must be incorporated into the scope of the Project, the Consultant must now perform these tasks and a contractor has provided a proposal for the cost of the four wells (Attachment B). An administrative fee for the Consultant is included in the total request.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:



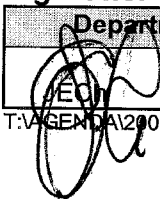
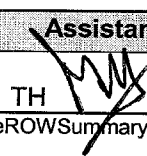
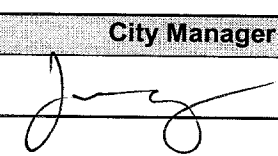
OBPI

	Amount	Account	Approved
1	\$27,931.50.	428-2205	
2	\$13,965.75	428-2325	
3	\$13,965.75	428-2326	
4			
Total	\$55,863.		

Financial Impact Summary:**City Clerk's Office Legislative Tracking:**

Keith Mizell

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	TH 	

T:\AGENDA\2006\jul1206\Consent\BayshoreROWSummary.doc



MIAMI BEACH



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 12, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AMENDMENT NO. 5 TO THE AGREEMENT BETWEEN THE CITY AND CH2M Hill, IN AN AMOUNT NOT TO EXCEED \$55,863, FOR THE PROVISION OF ADDITIONAL PROFESSIONAL SERVICES ASSOCIATED WITH THE INSTALLATION OF FOUR (4) DRAINAGE TEST WELLS, FOR THE RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS PROGRAM IN NEIGHBORHOOD NO. 8 - BAYSHORE AND SUNSET ISLANDS PROJECT, AND APPROVING THE USE OF FUNDS, IN THE AMOUNT OF \$55,863, FOR THE AMENDMENT, FROM PREVIOUSLY APPROPRIATED FUNDS FOR THE BAYSHORE AND SUNSET ISLANDS NEIGHBORHOOD.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

Funding, in the amount of \$55,863, is available from previously appropriated funds in the 2000 Storm Water Bonds Budget for Bayshore and Sunset Islands Neighborhood Number 8.

ANALYSIS

The Bayshore and Sunset Islands ROW Project (the Project) is one of the components of the City's Capital Improvement Projects ROW Improvements Program. The Design portion of the Project is presently underway and CH2M Hill (the Consultant) is currently preparing the necessary permit applications in order to obtain regulatory approval for the Project.

This permitting process includes the submission of a permit application to the Florida Department of Environmental Protection (FDEP). As part of the application for permit, FDEP requires a "Letter of Reasonable Assurance". The letter provides FDEP the assurance that the proposed well drainage system to be installed as a part of the ROW project will not adversely affect ground water conditions.

In order to provide this assurance, four (4) drainage test wells must be installed by a well drilling contractor in the Bayshore Neighborhood. The wells consist of 7-inch diameter test holes to a depth of up to 200 feet, and the well drilling contractor will provide continuous formation samples, water quality samples at 5" to 10' intervals, water quality analysis and preparation of a water quality profile and lithologic profile by a professional geologist. The test wells will yield information which will allow the Consultant to further refine calculations,

make necessary changes based on that information and ultimately provide FDEP with the Letter of Assurance.

This testing requirement formally became part of the Florida Administrative Code (the Code) Sections 62-528.603 and 62-528.635 as amended in 2002. (Attachment A). Previously, even though some requirements were already present in the Code, FDEP did not forcefully enforce the testing protocol. Because of recent events regarding possible contamination of fresh water basins by drainage wells in the proximity of the fresh water aquifer, FDEP is now forcefully enforcing the requirements of the Code. At the time that the Agreement with the Consultant was entered into in May 2001 some of the Amendments to the Code were not in place and the FDEP was not fully enforcing some provisions. Therefore, this requirement was not incorporated into the Consultant's Agreement as part of their scope.

The test wells are not necessary from an engineering perspective for the design of the project. The wells are to provide information to the regulator as to any possible change in quality to the ground water. Although permitting was included in the Consultant's original scope and fee proposal, the four test wells as required by the regulatory agency were not anticipated or provided for.

Because compliance with the Code is now necessary and the test wells must be incorporated into the scope of the Project, the Consultant must now perform these tasks and a contractor has provided a proposal for the cost of the four wells (Attachment B). An administrative fee for the Consultant is included in the total request.

CONCLUSION

Based on the aforementioned, the Administration recommends that the Mayor and City Commission adopt the Resolution approving and authorizing the expenditure of funds to provide for four (4) drainage test wells in the Bayshore Neighborhood, at a cost of \$55,863; with funding to be paid from the 2000 Storm Water Bonds account.

Attachments

T:\AGENDA\2006\jul1206\Consent\BayshoreROWmemo.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AMENDMENT NO. 5 TO THE AGREEMENT BETWEEN THE CITY AND CH2M HILL, IN AN AMOUNT NOT TO EXCEED \$55,863, FOR THE PROVISION OF ADDITIONAL PROFESSIONAL SERVICES ASSOCIATED WITH THE INSTALLATION OF FOUR (4) DRAINAGE TEST WELLS, FOR THE RIGHT-OF-WAY (ROW) INFRASTRUCTURE IMPROVEMENTS PROGRAM, NEIGHBORHOOD NO. 8 - BAYSHORE AND SUNSET ISLANDS PROJECT, AND APPROPRIATING FUNDS, FOR THE AMENDMENT FROM PREVIOUSLY APPROPRIATED GENERAL OBLIGATION BOND FUNDS FOR THE BAYSHORE AND SUNSET ISLANDS NEIGHBORHOOD.

WHEREAS, the Bayshore and Sunset Islands Neighborhood ROW Project is one of the components of the City's Neighborhood ROW Infrastructure Improvements Program (the Project); and

WHEREAS, the design phase of the Project is presently underway and the City's consultant, CH2M Hill (the Consultant) is currently preparing the necessary permit applications in order to obtain regulatory approval of the Project; and

WHEREAS, the Project includes drainage improvements, which uses a system of wells to dispose of the stormwater; and

WHEREAS, the permitting process includes the submission of a permit application to the Florida Department of Environmental Protection (FDEP); as part of the application, FDEP requires a "Letter of Reasonable Assurance"; and

WHEREAS, the "Letter of Reasonable Assurance" provides FDEP assurance that the proposed well drainage system to be installed as a part of the Project will not adversely affect ground water conditions; and

WHEREAS, in order for the City to reasonably provide this document, four (4) drainage test wells must be installed by a well drilling contractor in the Bayshore Neighborhood; and

WHEREAS, the wells consist of 7-inch diameter test holes to a depth of up to 200 feet, and the well drilling contractor will provide continuous formation samples, water quality samples at 5 – 10' intervals, water quality analysis and preparation of a water quality profile and lithologic profile by a professional geologist; and

WHEREAS, the test wells will yield information which will allow the Consultant to further refine calculations, and make necessary changes based on that information, and ultimately provide FDEP with the "Letter of Reasonable Assurance"; and

WHEREAS, the Consultant must install the four (4) test wells in order to obtain the data on which to base their analysis required to produce the "Letter of Reasonable Assurance"; and

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby adopts the Resolution approving and authorizing the Mayor and the City Clerk to execute Amendment No. 5 to the Agreement between the City and CH2M Hill, in an amount not to exceed \$55,863, for the provision of additional professional services associated with the installation of four (4) drainage test wells, for the Right-of-Way (ROW) Infrastructure Improvements Program, Neighborhood No. 8 - Bayshore and Sunset

Islands Project, and appropriating funds, for the amendment from previously appropriated General Obligation Bond Funds for the Bayshore and Sunset Islands Neighborhood.

PASSED and **ADOPTED** this ____ day of _____, 2006.

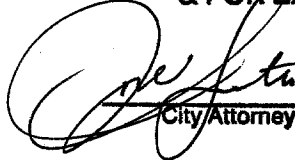
ATTEST:

CITY CLERK

MAYOR

T:\AGENDA\2006\jul1206\Consent\BayshoreROWReso.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

7/7/06

Date

Attachment A

62-528.603 Exploratory Well Construction and Testing Permit.

(1) An exploratory well under the Underground Injection Control Program is drilled for the specific purpose of obtaining information to determine the feasibility of underground injection at the proposed site.

(2) A permit to construct an exploratory well shall be denied by the Department if the construction of the well itself will be a source of pollution as defined in Section 403.031, F.S. If the construction of the well itself is not a source of pollution, the permit shall be issued with conditions to meet the requirements of subsection (3) through (7) below.

(3) At a minimum, the exploratory well testing program shall be designed to determine the ground water quality profile, and make a preliminary assessment of the adequacy of the confining interval and injection zone potential.

(4) The information provided with the application to construct and test an exploratory well shall include:

(a) Plan of the injection project;

(b) Well inventory as described in paragraph 62-528.635(1)(d), F.A.C.;

(c) Proposed future use of the exploratory well;

(d) Drilling and testing plan for the exploratory well;

(e) Source and composition of any fluids to be used for injection testing; and

(f) Abandonment plan.

(5) Injection testing.

(a) The permittee may conduct injection tests under the exploratory well program not to exceed eight days, or such time requested by the permittee, not to endanger the underground sources of drinking water, and approved by the Department subject to the provisions of paragraph (b) below and in accordance with the process described in subsection 62-528.100(2), F.A.C.

(b) The exploratory well shall be constructed and tested so that it is in compliance with subsection 62-528.630(3), F.A.C. The use of treated or untreated municipal (domestic) or industrial effluent, or reverse osmosis concentrate is prohibited for injection testing conducted under the exploratory program.

(6) An exploratory well may be converted to a monitor well or plugged and abandoned if the permits have been obtained. An exploratory well shall be repermited as a Class I test injection well or a Class V well if the permits have been obtained. If the applicant intends to apply for a permit to convert an exploratory well to a Class I test injection well, the exploratory well shall be constructed to meet the minimum Class I well construction standards contained in Parts II and III of this chapter. Tubing and packer or a fluid seal design shall not be required under the exploratory well permit for exploratory wells that are to be repermited as non-municipal Class I wells.

(7) Under Section 403.091, F.S., the Department performs periodic inspections at certain stages of construction authorized by the exploratory well permit.

Specific Authority 403.061, 403.087, 403.704, 403.721 FS. Law Implemented 403.021, 403.061, 403.062, 403.087, 403.088, 403.161, 403.702, 403.721 FS. History—New 8-10-95, Amended 6-24-97.

62-528.635 Construction/Clearance Permit for Class V Wells.

(1) All owners or operators of Class V wells shall obtain a two-part Construction/Clearance Permit, except as provided in subsection 62-528.630(2), F.A.C. The applicant shall submit to the Department the following information before receiving permission to construct:

(a) Facility name and location;

(b) Name, address, and signature of owner (or authorized representative) of facility;

(c) Name, address, license number, and signature of Florida licensed water well contractor;

(d) Well location and depth, and casing diameter and depth for all water supply wells on the applicant's property, and well location for all water supply wells of public record within a one-half mile radius of the proposed well;

(e) Description and use of proposed injection system, including type and construction of injection wells, physical and chemical analyses, estimated quantity, pertinent bacteriological analyses of injected fluid, and any proposed pretreatment;

(f) Proposed drilling and testing plan for any exploratory borehole or exploratory well proposed for the purpose of determining feasibility of Class V well injection at that site;

(g) If the flow of surface or other waters is directed by ditches or other artificial methods to the well, a delineation of the area drained by these features shall be provided.

(2) When site-specific conditions indicate that there is a threat to an underground source of drinking water, the applicant shall submit to the Department the following information before receiving permission to construct:

(a) Completed report of inspection by local programs or water management districts which have agreements with the Department.

(b) Bacteriological examination of the injection fluid, on-site monitor wells, and the nearest down-gradient domestic or public water supply well within a one-half mile radius that are drilled to the same formation(s) as the proposed Class V well. The bacteriological survey shall be conducted as follows:

1. Samples shall be collected from each well for the first three days of each week for four weeks.
2. Duplicate samples shall be collected in each case after the well has been pumped at least twenty minutes. Whenever a drainage well installation is approved following preliminary bacteriological survey of neighboring water supply wells, an identical survey of the same well shall be conducted following active use of the drainage well.
 - (c) If a drainage well or drainage structure will present a possible pollution hazard to an underground source of drinking water, additional data shall be required.
 - (3) Upon completion of the well construction, the water well contractor shall certify with the Department that the well has been completed in accordance with the approved construction plan, and submit any other additional information required by the construction permit before the well can be put into service.
 - (4) If the applicant demonstrates that the operation of the well will not adversely impact an underground source of drinking water, the Department shall issue an authorization to use a Class V well, which is non-renewable and non-expiring for the Class V groups or well types listed in paragraph (a) through (d) below. The authorization shall contain operating and reporting requirements. Other Class V wells not specifically exempted under paragraph 62-528.640(1)(c), F.A.C., shall obtain an operation permit before injecting fluids into the well.
 - (a) Group 1 wells on a closed-loop system with no provisions for additives, except those Group 1 wells receiving a general permit under Rule 62-528.705, F.A.C., or exempt from permitting under paragraph 62-528.630(2)(b), F.A.C.;
 - (b) Group 2, Group 7, and Group 9 wells (except swimming pool drainage wells) when the fluids being injected meet the primary and secondary drinking water quality standards contained in Chapter 62-550, F.A.C., and the minimum criteria contained in Rule 62-520.400, F.A.C.;
 - (c) Group 5 sand backfill wells; and
 - (d) Group 6 wells unless injection is into an underground source of drinking water.
 - (5) The permittee shall perform initial or periodic testing of the Class V well if site-specific factors or operational testing indicate that there is a threat to underground sources of drinking water.

Specific Authority 373.309, 403.061, 403.087 FS. Law Implemented 373.308, 373.313, 403.021, 403.061, 403.062, 403.087, 403.088, 403.161 FS.

History—New 4-1-82, Amended 8-30-82, Formerly 17-4.27(2) and Amended 5-8-85, Formerly 17-28.62, 17-28.620, 62-28.620, Amended 8-10-95, 6-24-97, 11-20-02.

Attachment B



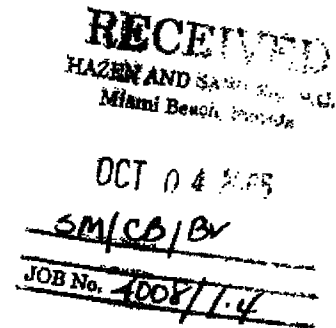
CH2MHILL

CH2M HILL
One Harvard Circle
West Palm Beach, FL 33409-1923
Tel 561.515.6600
Fax 561.515.6602

September 30, 2005

314954

Mr. Suresh Mistry, P.E.
Hazen and Sawyer, P.C.
975 Arthur Godfrey Road
Suite 211
Miami Beach, FL 33140



Subject: City of Miami Beach
Right-of-Way Infrastructure Improvements Program
Neighborhood 8 – Bayshore / Sunset Islands – Test Well Request

Dear Mr. Mistry:

As you are aware, CH2M HILL is nearing the 60% completion stage on Packages B and C and 30% for Package A. We will be submitting 90% complete documents for each package for permit reviews. To this end, with regards to drainage permitting, CH2M HILL has recently learned that the Florida Department of Environmental Protection (FDEP) is requesting that Consultants submit a "Letter of Reasonable Assurance" at the time permit application is made. This document essentially provides FDEP the assurance that the proposed well drainage system will not adversely affect ground water conditions in a given vicinity. In order to provide this assurance, and in support of DEP Form No. 62-528.900(1), a number of test wells (4) must first be installed by a well drilling contractor in Bayshore / Sunset Islands – Neighborhood No. 8. These test wells will yield information which will allow CH2M HILL to further refine its drainage calculations, make necessary changes based on that information and ultimately provide the FDEP with a letter of reasonable assurance. Attached for your reference are the proposed well locations.

Based on the proposal from well drilling contractor, Jaffer Associates, Corp., the cost to perform these services is \$13,250.00 per well for a Grand Total of \$53,000.00. Attached for your reference is a copy of Jaffer Associates' proposal.

Since there is currently no funding appropriated for this task we would like to request that a Contract Amendment be executed by the City in the amount of \$53,000.00 to cover the cost of these services. In addition, in an effort for CH2M HILL to contract immediately for these

Mr. Suresh Mistry, P.E.
City of Miami Beach, 314954
September 30, 2005
Page 2 of 2

services and expedite the contractor's start date, I request preliminary authorization from
H&S and the City to proceed.

Feel free to contact me at (561) 515-6653 should you have any questions

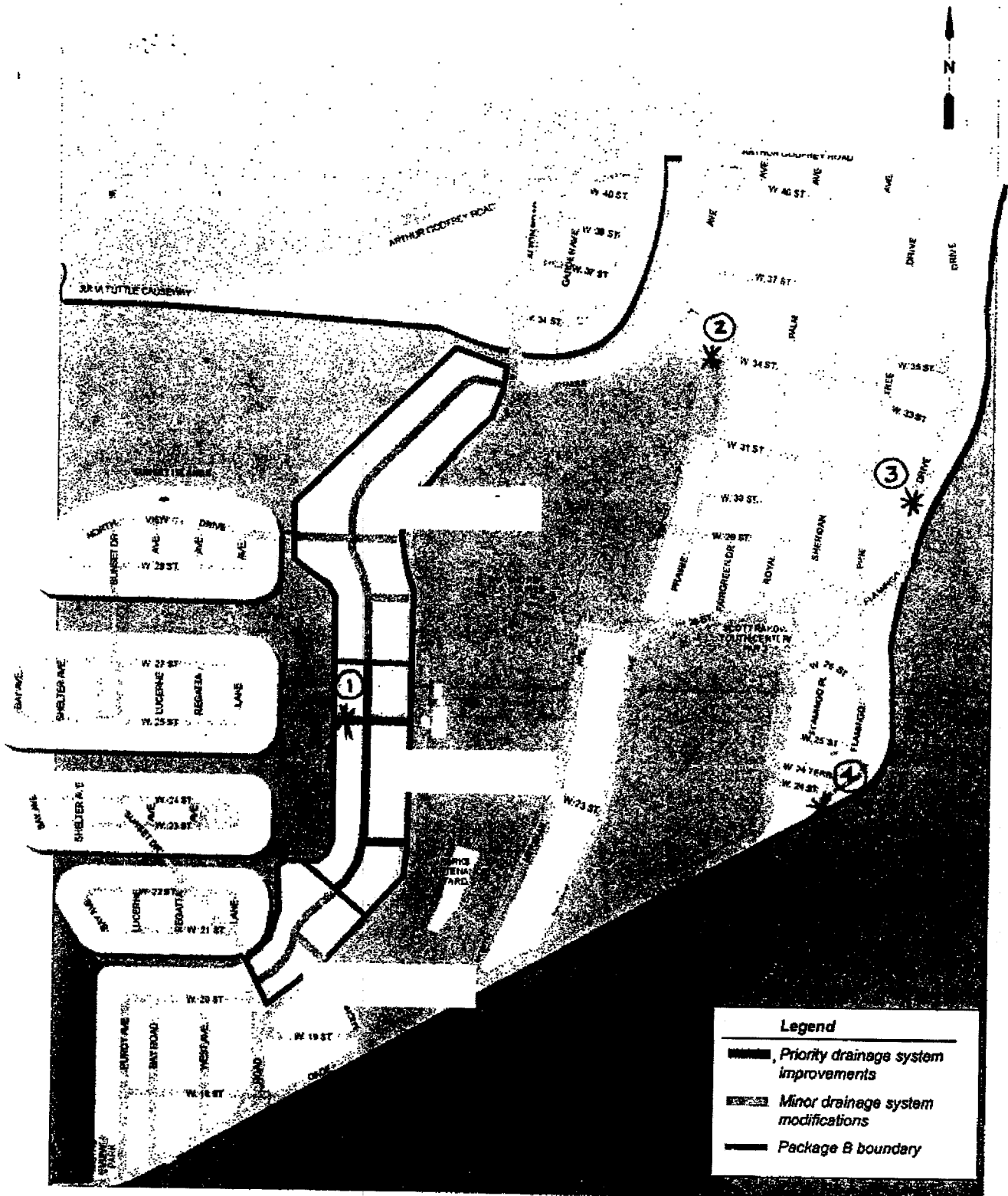
Sincerely,

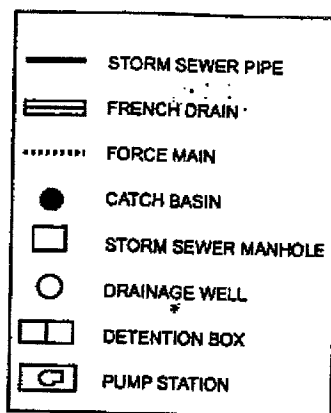
CH2M HILL

A handwritten signature in cursive script, appearing to read "Pilar Doran", written over the printed name.

Pilar Doran, P.E.
Project Manager

c: File





Not to Scale

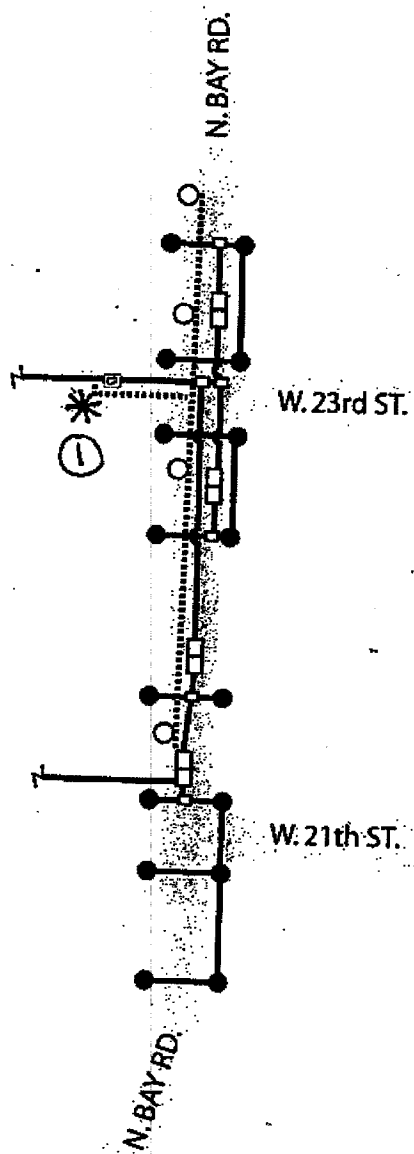


EXHIBIT 26

Neighborhood No. 8 - Bayshore/Sunset Islands

Package B - Lower North Bay Road (Zone 1)

Schematic Layout of Stormwater System Improvements

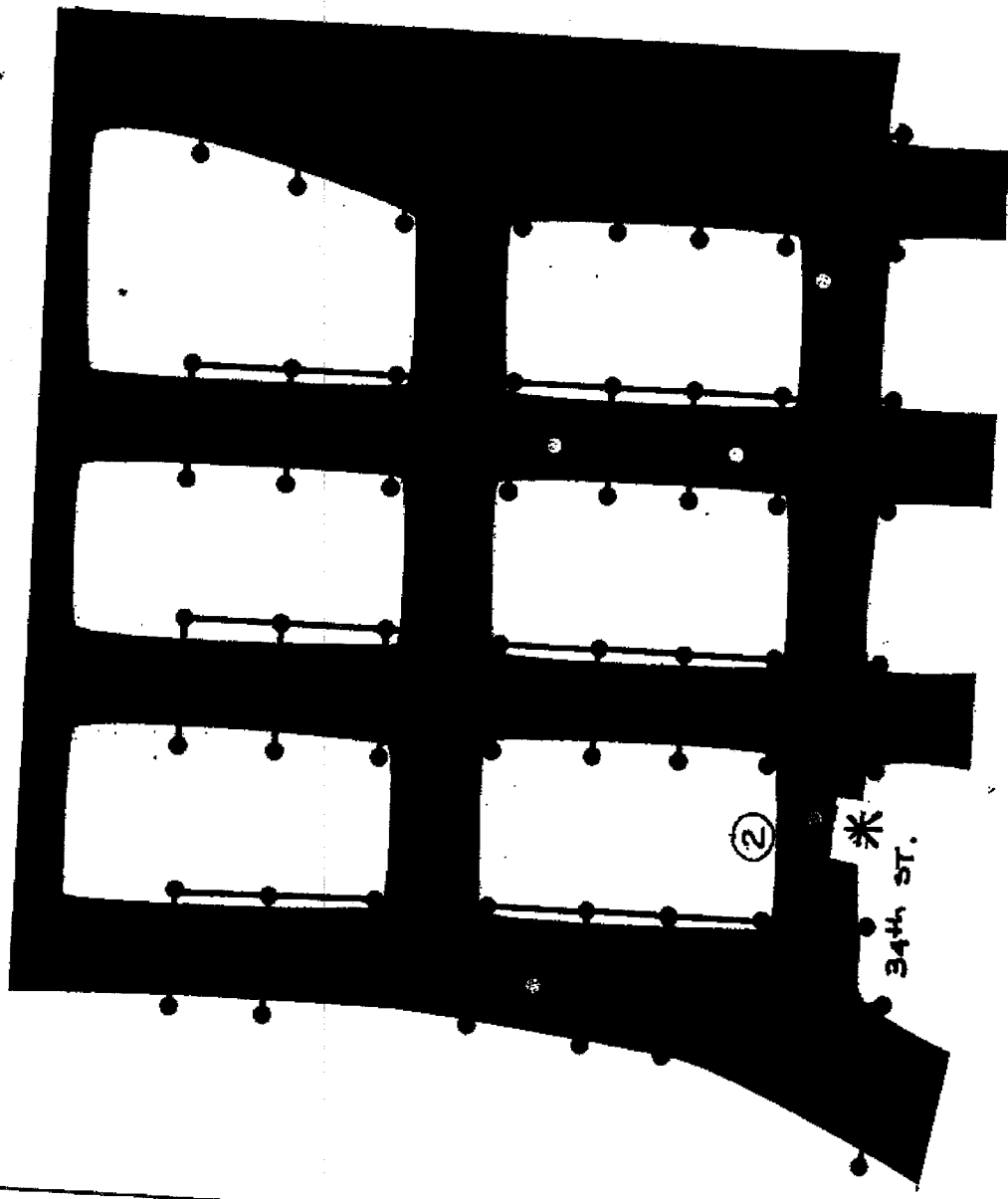
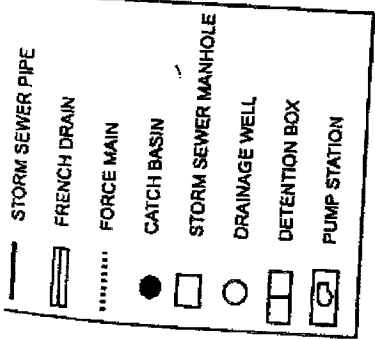


EXHIBIT 22
 Neighborhood No. 8 - Bayshore/Sunset Islands
 Package A - Central Bayshore (Zone 3)
 Schematic Layout of Stormwater System Improvements

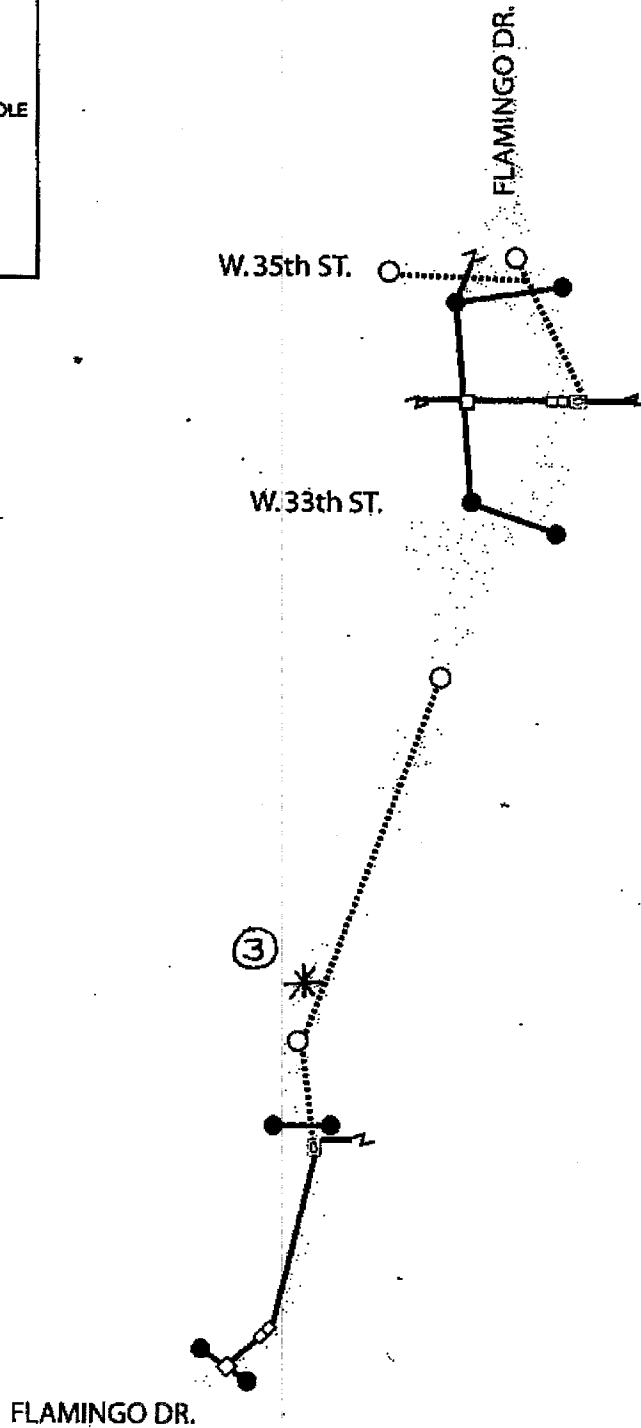
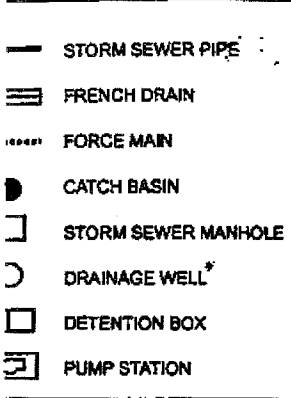
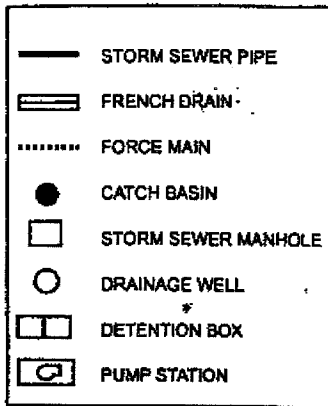


EXHIBIT 21
 Neighborhood No. 8 - Bayshore/Sunset Islands
 Package A - Flamingo Road (Zone 2)
 Schematic Layout of Stormwater System Improvements



Not to Scale

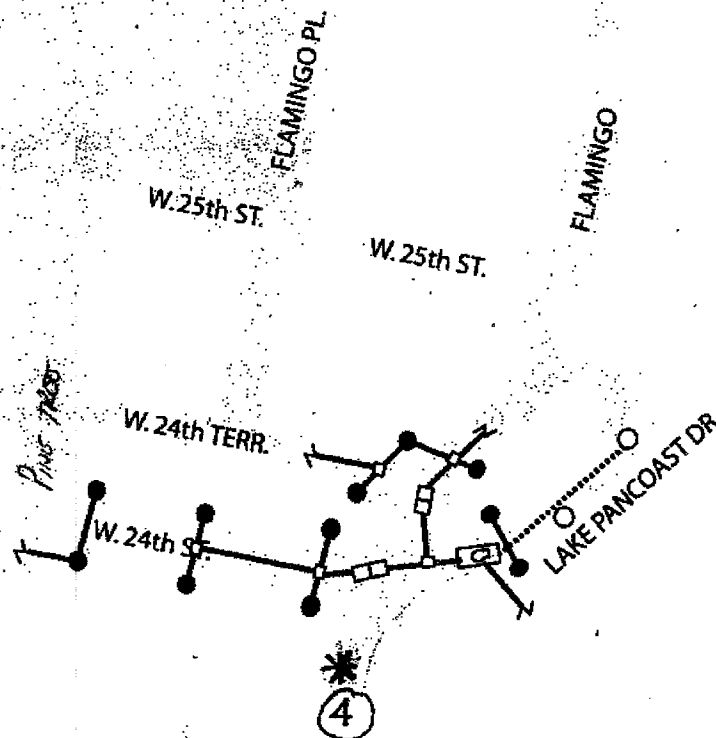


EXHIBIT 30

Neighborhood No. 8 - Bayshore/Sunset Islands
 Package C - Lake Pancoast
 Schematic Layout of Stormwater System Improvements





Proposal

Well Drilling
Irrigation
Pumps
Water Treatment
On Site Fire Systems
Recovery Wells
Monitoring Wells

Jaffer Associates Corp.

2801 N.W. 6th Avenue
Miami, Florida 33127-3937
P.O. Box 370277
Miami, Florida 33137-0277
Dade: 305/576-7363
Broward: 954/523-6669
Fax: 305/573-8711

Attn: PILAR DORAN		FAX: (561) 515-8502	
Proposal Submitted To		Phone:	Date:
CH2M-HILL		(561) 515-8500	9/23/2005
Street		Job Name	
ONE HARVARD CIRCLE		BAYSHORE NEIGHBORHOOD 8	
City, State and Zip Code		Job Location	
WEST PALM BEACH, FL 33409		VARIOUS LOCATIONS	
Architect	Date of Plans	City	Job Phone
		MIAMI BEACH	

We hereby submit specifications and estimates for:

DRILLING OF FOUR (4) DUAL TUBE REVERSE CIRCULATION 7" DIAMETER TEST HOLES TO A DEPTH OF UP TO 200' PROVIDING CONTINUOUS FORMATION SAMPLES, WATER QUALITY SAMPLES @ 5'-10' INTERVALS, INCLUDING WATER QUALITY ANALYSIS (TDS), AND PREPARATION OF A WATER QUALITY PROFILE AND LITHOLOGIC PROFILE BY PROFESSIONAL GEOLOGIST @ \$13,250.00 (BA).

TOTAL PRICE.....\$53,000.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

AS ABOVE

AS ABOVE

Payment to be made as follows:

ON REQUISITION

INTEREST ACCRUES @ 1 1/2% MONTHLY ON UNPAID BALANCE

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workmen are fully covered by Workmen's Compensation Insurance.

Authorized
Signature

John P. Freelandier

Note: This proposal may be withdrawn by us if not approved within TEN days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized Signature: _____

Date of Acceptance: _____ Signature: _____

Condensed Title:

A Resolution of the Mayor and City Commission approving and authorizing the Mayor and City Clerk to execute Amendment No. 10 to the original agreement between the City and Williams, Hatfield & Stoner, Inc., d/b/a Tetra-Tech WHS, dated July 18, 2001, in an amount not to exceed \$555,540, for RPR Services, and additional CM Services, for Neighborhood No. 4 – Normandy Isle and Normandie Sud Right-of-Way, Infrastructure Improvement Project, with funding available through previously appropriated funds from Neighborhood G.O Bonds, and 2000 Series Water/Sewer/Storm Water Bonds.

Key Intended Outcome Supported:

To ensure a well designed and constructed capital project.

Issue:

Should the City Commission approve the Amendment?

Item Summary/Recommendation:

On July 18, 2001, the City entered into a Design Agreement with the firm Williams, Hatfield & Stoner Inc., d/b/a Tetra-Tech WHS, for the design of the Neighborhood No.4 - Normandy Isle and Normandie Sud Right-Of-Way Infrastructure Improvement Project. Improvements cover drainage, water, landscape and streetscape installations, inclusive of lighting, sidewalks, curbs and gutters, and limited milling and resurfacing, along with other renovations and reconstruction. The original Agreement with Tetra-Tech WHS in the amount of \$617,664 included planning and design and some construction management services. Preceding Amendments include:

- Amendment No.1 – The relocation of existing utility improvements in the amount of \$50,529
- Amendment No.2 – Study of revisions from the CDRM in the amount of \$30,500
- Amendment No.3 – Improvements along Bay Drive in the amount of \$17,047
- Amendment No.4 – Additional Progress Meetings, in the amount of \$7,458
- Amendment No.5 – Additional water lines and meter relocation, in the amount of \$50,000
- Amendment No.6 – Additional design of re-planning study, in the amount of \$58,220
- Amendment No.7 – Deletion of Rue Granville/Trouville Esplanade street-ends in the amount of \$0
- Amendment No.8 – Verification of additional Underground Utilities, in the amount of \$24,700
- Amendment No.9 – Pending execution for re-incorporating type II encroachments (ET-2) into the contract documents for an amount of \$10,750

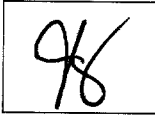
The current Agreement between the City and Tetra-Tech WHS, inclusive of all amendments stands at \$866,868

This Amendment (No.10) to the original Agreement provides for additional RPR and CM services for the entire 24-month construction duration of the project. The Amendment includes a Pre-Construction Conference with Residents, Project Closeout, Post Project Services and Resident Project Representation. Based on the recommendations made by Hazen & Sawyer and CIP staff on the Amendment, the Administration is requesting ratification of Amendment No. 10 to the Tetra-Tech WHS Agreement, in the amount of \$555,540. Funding is available from previously appropriated funds from the 2003 Series Neighborhood GO Bond, and the 2000 Series Water, Sewer and Storm Water Bond Funds.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:	Amount	Account	Approved
 OBPI	1	\$286,824.96	384-2285-069357
	2	\$228,821.18	424-2285-062357
	3	\$39,893.86	428-2285-060357
	4		
	Total	\$555,540.00	

Financial Impact Summary:**City Clerk's Office Legislative Tracking:**

Jorge E. Chartrand

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JECK	TH	Jorge

T:\AGENDA\2006\jul1206\consent\Normandy Isle_Normandie Sud Summary.doc



MIAMIBEACH



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 12, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AMENDMENT NO.10 TO THE AGREEMENT BETWEEN THE CITY AND WILLIAMS, HATFIELD & STONER, INC., D/B/A TETRA-TECH WHS, DATED JULY 18, 2001, FOR THE PROVISION OF ADDITIONAL PROFESSIONAL SERVICES, IN AN AMOUNT NOT TO EXCEED \$555,540, NECESSARY FOR PROCURING RESIDENT PROJECT REPRESENTATION (RPR) SERVICES, AND ADDITIONAL CONSTRUCTION MANAGEMENT (CM) SERVICES, FOR THE RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS PROGRAM, NEIGHBORHOOD NO.4-NORMANDY ISLE AND NORMANDIE SUD PROJECT, FUNDING AVAILABLE FROM PREVIOUSLY APPROPRIATED FUNDS FOR THE NORMANDY ISLE AND NORMANDIE SUD STREETScape G.O. BOND, AND NORMANDY ISLE AND NORMANDIE SUD INFRASTRUCTURE UPGRADE WATER/SEWER/STORM WATER BONDS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

Funding in the amount of \$555,540, currently available from previously appropriated funds in account numbers 384-2285-069357 in the 2003 Series Neighborhood GO Bond Funds, 424-2285-062357 in the 2000 Series Water and Sewer Bond Funds, and 428-2285-060357 in the 2000 Series Storm Water Bond Funds.

ANALYSIS

The Normandy Isle and Normandy Sud Right-of-Way and infrastructure improvement project (Project) is one component of the City's Capital Improvement Projects Right-of-Way Improvements Program. The Design portion of the Project is currently at 96% completion, and Tetra-Tech WHS (Consultant) in conjunction with Hazen and Sawyer (Program Manager), are currently preparing the necessary permit applications in order to obtain regulatory approval of the project.

This permitting process includes the submission of permit applications to Miami-Dade County Department of Health (DOH), Miami-Dade County Water and Sewer Department (WASD), and the Florida Department of Transportation (FDOT). The FDOT has already approved the permit application, and approvals from WASD and DOH are still pending.

This proposed additional Scope of Work consists of various tasks that will occur during the scheduled 24-month construction duration for the Project. The extent of the services was not anticipated during the development/negotiation of the original Scope of Work.

The services, as is currently addressed in the existing Task 4 Construction Administration (CA) services of the original Agreement, deals primarily with office related support of the construction administration effort.

The original Agreement will now be revised to include in the Scope of Work additional CA services and Resident Project Representation (RPR) services. This will include the following new tasks:

Task 4.1A – Pre-Construction Conference with Residents

Where the CONSULTANT shall prepare, attend and conduct a pre-construction conference with residents of the Normandy Isle neighborhood. The purpose of the meeting shall be to introduce the Consultant and Contractor to the residents, as well as have the CONSULTANT present an overview of anticipated construction sequencing, conditions to be expected, and other issues that may be of concern to residents, as either addressed at the meeting, or the pre-meeting with City representatives, that is to be held to review the content of the presentation with the Consultant prior to the meeting."

Task 4.7 – Project Closeout

Where, upon receiving notice from the Contractor(s) advising the CONSULTANT that the project is substantially complete, the CONSULTANT, in conjunction with the appropriate CITY and PROGRAM MANAGEMENT staff, shall schedule and conduct an overview of the project. The overview shall include the CONSULTANT'S development of a "punch list" of items needing completion or correction prior to consideration of final acceptance. The list shall be forwarded to the Contractor. For the purposes of this provision, substantial completion shall be deemed to be the stage in construction of the project where the project can be utilized for the purposes for which it was intended, and where minor items not be fully completed, but all items that affect the operational integrity and function of the project are capable of continuous use. Substantial completion criteria shall be as specified by the CONSULTANT in its contract documents, and shall also address the startup of warranties accordingly.

Task 4.8 – Post Project Services

The CONSULTANT shall assist the CITY, through the PROGRAM MANAGER, with the coordination of requested warranty work. This assistance shall be provided for the duration of the project to a period not to exceed the final completion date and acceptance of the construction project.

Task 4.9 - E-Builder Software License and Training

The use of E-Builder software will be implemented during the construction phase of this project. To this end, the CONSULTANT shall procure requisite licenses and training of its staff as required allowing for the use of this software throughout the Project Completion by both its Field and office staff.

Task 5.7 - Resident Project Representative

This task will state that the CONSULTANT shall provide one qualified, full-time resident project representative to provide an adequate quantity and quality of observation as required to reasonably verify that critical elements of the construction project are being complied with, and that the general intent of the contract documents is being met. In this effort, the CONSULTANT's level of effort shall be based upon a period of up to twenty four (24) man-months (4,160 man-hours) of field representation.

A more detailed scope is defined in attached exhibit "A".

CONCLUSION

Based on the aforementioned, the Administration recommends that the Mayor and City Commission adopt the Resolution approving and authorizing the expenditure of funds to provide for Resident Project Representation (RPR), and Construction Management (CM) Services on the Neighborhood No.4-Normandy Isle and Normandy Sud Right-of-Way Infrastructure Improvement Project, at a cost of \$555,540.

Attachment

T:\AGENDA\2006\jul1206\consent\Normandy Isle_Normandy Sud ROW memo.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AMENDMENT NO.10 TO THE AGREEMENT BETWEEN THE CITY AND WILLIAMS, HATFIELD & STONER, INC., D/B/A TETRA-TECH WHS, DATED JULY 18, 2001, FOR THE PROVISION OF ADDITIONAL PROFESSIONAL SERVICES, IN AN AMOUNT NOT TO EXCEED \$555,540, NECESSARY FOR PROCURING RESIDENT PROJECT REPRESENTATION (RPR) SERVICES, AND ADDITIONAL CONSTRUCTION MANAGEMENT (CM) SERVICES, FOR THE RIGHT-OF-WAY (ROW) INFRASTRUCTURE IMPROVEMENTS PROGRAM, NEIGHBORHOOD NO.4-NORMANDY ISLE AND NORMANDIE SUD INFRASTRUCTURE IMPROVEMENT PROJECT, WITH FUNDING AVAILABLE FROM PREVIOUSLY APPROPRIATED FUNDS FOR THE NORMANDY ISLE AND NORMANDIE SUD STREETSCAPE GENERAL OBLIGATION (GO) BONDS, AND NORMANDY ISLE AND NORMANDIE SUD INFRASTRUCTURE UPGRADE WATER/SEWER/STORM WATER BONDS.

WHEREAS, pursuant to Request for Qualifications (RFQ) No. 07-00/01, the Mayor and City Commission adopted Resolution No. 2001-24505, on July 18, 2001, approving and authorizing the Mayor and City Clerk to execute an Agreement with Williams, Hatfield and Stoner, Inc., d/b/a Tetra-Tech WHS (Consultant), for professional services for the Neighborhood No.4-Normandy Isle and Normandie Sud Right-of-Way (ROW) Infrastructure Improvement Project (the Agreement); and

WHEREAS, the Agreement provides for the detailed planning, design, permitting, bidding / award and construction administrative services for various streetscape / landscape / utility improvements within the Normandy Isle and Normandie Sud Neighborhood (the Project); and

WHEREAS, the Agreement was executed for a not-to-exceed amount of \$617,664; and

WHEREAS, on September 10, 2003, the Mayor and City Commission adopted Resolution No. 2003-25320, approving additional design services as Amendment No. 1 to the Agreement, for rear easement waterline relocation efforts, for a not-to-exceed amount of \$50,529; and

WHEREAS, on February 25, 2004, the Mayor and City Commission adopted Resolution No. 2004-25488, approving additional design services as Amendment No. 2 to the Agreement, for re-design of lighting system, pursuant to the City's new standards, a planning study related to hardscape and landscape revisions arising from the Community Design Review Meeting (CDRM), held on October 21, 2003, and for administration, specifications, and reimbursables associated with the additional Scope of Work, for an amount of \$30,500; and

WHEREAS, on November 16, 2004, Amendment No. 3 to the Agreement was executed, to include the additional professional landscaping architectural and engineering services for the detail design, permitting and bidding / award services for the extension of the proposed right-of-way improvements on Bay Drive, between Marseille Drive and the Normandy Shores Bridge, which are required to complement the design efforts for the entire neighborhood, for a not-to-exceed amount of \$17,047; and

WHEREAS, on July 24, 2004, Amendment No. 4 to the Agreement was executed, to include the participation of the Consultant in eight additional design progress meetings, originated by design revisions, for a not-to-exceed amount of \$7,458; and

WHEREAS, the planning effort for the Normandy Isle and Normandie Sud Neighborhood has been completed and detailed design activities are underway; and

WHEREAS, on November 10, 2004, the City Commission adopted Resolution No. 2004-25731, authorizing the execution of Amendment No. 5 to the Agreement, to include a Scope of Work which consists of additional design services for the replacement of additional existing 4-inch and 6-inch diameter cast iron water lines with new 8-inch diameter water lines, to be relocated under the Florida Department of Transportation (FDOT) right-of-ways at 71st Street and Normandy Drive, for a not-to-exceed amount of \$50,000; and

WHEREAS, on November 10, 2004, the City Commission adopted Resolution No. 2004-25731, authorizing the execution of Amendment No. 6 to the Agreement, to include a Scope of Work which consists of additional design services for the design effort to implement the re-planning study originated from the CDRM, 2003, for a not-to-exceed amount of \$58,220; and

WHEREAS, on December 6, 2004, Amendment No. 7 to the Agreement was executed, to include the Scope of Work necessary for the deletion of Rue Granville Street-End from the project scope, and the re-design of the Trouville Esplanade street-end; and

WHEREAS, on March 18, 2005, Amendment No. 8 to the Agreement was executed, to include the verification of additional underground utilities to avoid conflicts at 150 boring sites, for a not-to-exceed amount of \$24,700; and

WHEREAS, on May 15, 2006, Amendment No. 9 to the Agreement was approved (and pending execution), to include the Scope of Work necessary to re-incorporate the Encroachment Type 2 (ET-2) encroachments into the contract documents, for a not-to-exceed amount of \$10,750; and

WHEREAS, the attached Amendment No. 10 to the Agreement includes services related to the procurement of Resident Project Representation and additional construction management services, for a not-to-exceed amount of \$555,540; and

WHEREAS, this proposal has been evaluated and is hereby recommended by Hazen & Sawyer, the City's Program Manager, and the CIP Office.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute the attached Amendment No. 10, in an amount not to exceed \$555,540, to the Agreement between the City and Williams, Hatfield and Stoner, Inc., d/b/a Tetra-Tech WHS, for the provision of additional professional services, as necessary for procuring Resident Project Representation and construction management services for the ROW Infrastructure Improvements Program, Neighborhood No.4 – Normandy Isle and Normandie Sud Infrastructure Improvement Project.

PASSED and ADOPTED this ____ day of _____, 2006.


ATTEST:

CITY CLERK

MAYOR

T:\AGENDA\2006\jul1206\consent\Normandy Isle_Normandie Sud ROWReso.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

7/6/06

Date

**AMENDMENT NO. 10
TO THE PROFESSIONAL LANDSCAPE ARCHITECTURAL
AND ENGINEERING SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
WILLIAMS, HATFIELD & STONER, INC., D/B/A TETRA-TECH WHS,
DATED JULY 18, 2001,
FOR THE PROVISION OF PROFESSIONAL SERVICES,
IN AN AMOUNT NOT-TO-EXCEED \$555,540
FOR THE PROVISION OF ADDITIONAL PROFESSIONAL SERVICES
NECESSARY FOR PROCURING RESIDENT PROJECT REPRESENTATION AND
ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES
FOR THE RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS PROGRAM
NEIGHBORHOOD NO. 4-NORMANDY ISLE AND NORMANDIE SUD
PROJECT.**

This Amendment No. 10 to the Agreement made and entered this ____ day of _____, 2006, by and between the CITY OF MIAMI BEACH, a Municipal Corporation existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139 (hereinafter referred to as City), and Williams, Hatfield & Stoner, Inc. d/b/a Tetra -Tech WHS, having its offices at 9600 Northwest 25th Street, Suite 3F, Doral, Florida 33172 (hereinafter referred to as Consultant).

RECITALS

WHEREAS, pursuant to Request for Qualifications (RFQ) No. 07-00/01, the City adopted Resolution No. 2001-24505, on July 18, 2001, approving and authorizing the Mayor and City Clerk to execute an Agreement with the Consultant, for professional services for the Neighborhood No.4-Normandy Isle and Normandie Sud Right-of-Way (ROW) Infrastructure Improvement Project (the Agreement); and

WHEREAS, the Agreement provides for the detailed planning, design, permitting, bidding / award and construction administrative services for various streetscape / landscape / utility improvements within the Normandy Isle and Normandie Sud Neighborhood (the Project); and

WHEREAS, the Agreement was executed for a not-to-exceed amount of \$617,664.00; and

WHEREAS, on September 10, 2003, the Mayor and City Commission adopted Resolution No. 2003-25320, approving additional design services as Amendment No. 1 to the Agreement, for rear easement waterline relocation efforts, for a not-to-exceed amount of \$50,529.00; and

WHEREAS, on February 25, 2004, the Mayor and City Commission adopted Resolution No. 2004-25488, approving additional design services as Amendment No. 2 to the Agreement, for re-design of lighting system, pursuant to the City's new standards, a planning study related to hardscape and landscape revisions arising from the Community Design Review Meeting (CDRM), held on October 21, 2003, and for administration, specifications, and reimbursables associated with the additional Scope of Work, for an amount of \$30,500.00; and

WHEREAS, on November 16, 2004, Amendment No. 3 to the Agreement was executed, to include the additional professional landscaping architectural and engineering services for the detail design, permitting and bidding / award services for the extension of the proposed right-of-way improvements on Bay Drive between Marseille Drive and the Normandy Shores Bridge, which are required to complement the design efforts for the entire neighborhood, for a not-to-exceed amount of \$17,047.00; and

WHEREAS, on July 24, 2004, Amendment No. 4 to the Agreement was executed, to include the participation of the Consultant in eight additional design progress meetings, originated by design revisions, for a not-to-exceed amount of \$7,458.00; and

WHEREAS, the planning effort for the Normandy Isle and Normandie Sud Neighborhood has been completed and detailed design activities are underway; and

WHEREAS, on November 10, 2004, the City Commission adopted Resolution No. 2004-25731, authorizing the execution of Amendment No. 5 to the Agreement, to include a Scope of Work which consists of additional design services for the replacement of additional existing 4-inch and 6-inch diameter cast iron water lines with new 8-inch diameter water lines, to be relocated under the Florida Department of Transportation (FDOT) right-of-ways at 71st Street and Normandy Drive, for a not-to-exceed amount of \$50,000.00; and

WHEREAS, on November 10, 2004, the City Commission adopted Resolution No. 2004-25731, authorizing the execution of Amendment No. 6 to the Agreement, to include a Scope of Work which consists of additional design services for the design effort to implement the re-planning study originated from the CDRM, for a not-to-exceed amount of \$58,220.00; and

WHEREAS, on December 6, 2004, Amendment No. 7 to the Agreement was executed, to include the Scope of Work necessary for the deletion of Rue Grandville Street-End from the Project scope, and the re-design of the Trouville Esplanade street-end; and

WHEREAS, on March 18, 2005, Amendment No. 8 to the Agreement was executed, to include the verification of additional underground utilities to avoid conflicts in 150 boring sites, for a not-to-exceed amount of \$24,700.00; and

WHEREAS, on May 15, 2006, Amendment No. 9 to the Agreement was approved (and pending execution), to include the Scope of Work necessary to re-incorporate the type 2 encroachments (ET-2) into the contract documents, for a not-to-exceed amount of \$10,750.00; and

WHEREAS, this proposal has been evaluated and is hereby recommended by Hazen & Sawyer, the City's Program Manager, and the CIP Office.

NOW, THEREFORE, the parties hereto, and in consideration of the mutual promises, covenants, agreements, terms, and conditions herein contained, and other good and valuable consideration, the respect and adequacy are hereby acknowledged, do agree as follows:

1. **ABOVE RECITALS**

The above recitals are true and correct and are incorporated as a part of this Amendment No. 10.

2. **MODIFICATIONS**

The Agreement is amended as defined in exhibit "A" and schedule "A-10", attached herein.

3. **OTHER PROVISIONS.**

All other provisions of the Agreement, as amended, are unchanged.

4. **RATIFICATION.**

The City and Consultant ratify the terms of the Agreement, as amended by this Amendment No. 10.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 10 to be executed in their names by their duly authorized officials as of the date first set forth above.

ATTEST:

CITY OF MIAMI BEACH

City Clerk

By _____
Mayor

ATTEST :

CONSULTANT:
WILLIAMS, HATFIELDS & STONER, INC.
D/B/A TETRA-TECH


SECRETARY

By _____
PRESIDENT

Print Name

Print Name

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

7/6/06

Date

EXHIBIT "A"
TO
AMENDMENT NO. 10

**TO THE PROFESSIONAL LANDSCAPE ARCHITECTURAL
AND ENGINEERING SERVICES AGREEMENT BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
WILLIAMS, HATFIELD & STONER, INC., D/B/A TETRA-TECH WHS,
DATED JULY 18, 2001,
FOR THE PROVISION OF PROFESSIONAL SERVICES,
IN AN AMOUNT NOT-TO-EXCEED \$555,540,
FOR THE PROVISION OF ADDITIONAL PROFESSIONAL SERVICES,
NECESSARY FOR PROCURING RESIDENT PROJECT REPRESENTATION
AND ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE
RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS PROGRAM
NEIGHBORHOOD NO. 4-NORMANDY ISLE AND NORMANDIE SUD
PROJECT.**

Scope of Services:

The Scope of Work consists of various tasks that will occur during the 24-month construction duration for this above referenced Project. The extent of the services was not anticipated during the development/negotiation of the original Scope of Work. The services, as currently addressed in the existing Task 4 (Construction Management services) of the original Agreement, deal primarily with office related support of the construction administration effort.

The original Agreement will be revised to include new tasks 4.1A, 4.7, 4.8 and 4.9 for additional construction management services and a new task 5.7 for Resident Project Representation under the existing Task 5 (Additional Services). This will consist of the provision of a full-time, on-site Resident Project Representative and other associated services as required to allow certification of construction completion and record drawings.

A detailed scope is defined in the attached schedule "A-10".

Compensation:

- Original Agreement Amount: \$617,664
- Amendment No.1 (relocation of existing utility improvements) amount: \$50,529
- Amendment No.2 (study of revisions from the CDRM) amount: \$30,500
- Amendment No.3 (improvements along Bay Drive) amount: \$17,047
- Amendment No.4 (additional progress meetings) amount: \$7,458

- Amendment No.5 (additional water lines and meter relocation) amount: \$50,000
- Amendment No.6 (additional design of re-planning study) amount: \$58,220
- Amendment No.7 (Rue Grandville/Trouville Esplanade Street-Ends) amount: \$0
- Amendment No.8 (verification of additional Underground Utilities) amount: \$24,700
- Amendment No.9 (re-incorporate ET-2 encroachments into the contract documents) amount: \$10,750
- Amendment No.10 (additional construction management services and Resident Project Representation) amount: **\$555,540**
- Revised Agreement amount: **\$1,422,408**

SCHEDULE "A-10"

SCOPE OF SERVICES CITY OF MIAMI BEACH RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS PROGRAM NEIGHBORHOOD NO. 4 - NORMANDY ISLE AND NORMANDIE SUD

AMENDMENT NO.10

The following scope of work consists of additional construction management (CM) services and Resident Project Representation (RPR) for the 24-month construction duration on the above referenced Project. The original Agreement between the City of Miami Beach and Tetra Tech, Inc. shall be amended to include the following new tasks 4.1A, 4.8, 4.9 and 5.7 and the revised task 4.7:

Task 4.1A - Pre-Construction Conference with Residents

The CONSULTANT shall prepare, attend and conduct a pre-construction conference with residents of the Normandy Isle Neighborhood. The purpose of the meeting shall be to introduce the Consultant and Contractor to the residents, as well as have the CONSULTANT present an overview of anticipated construction sequencing, conditions to be expected, and other issues that may be of concern to residents, as either addressed at the meeting, or the pre-meeting with City representatives, that is to be held to review the content of the presentation with the Consultant prior to the meeting.

Task 4.7 shall be deleted in its entirety from the existing Scope of Services and replaced with the following:

Task 4.7 – Project Closeout

Upon receiving notice from the Contractor(s) advising the CONSULTANT that the Project is substantially complete, CONSULTANT, in conjunction with appropriate CITY and PROGRAM MANAGER Staff, shall schedule and conduct an overview of the Project. The overview shall include CONSULTANT'S development of a "punch list" of items needing completion or correction prior to consideration of final acceptance. The list shall be forwarded to the Contractor. For the purposes of this provision, substantial completion shall be deemed to be the stage in construction of the Project where the Project can be utilized for the purposes for which it was intended, and where minor items not be fully completed, but all items that affect the operational integrity and function of the Project are capable of continuous use. Substantial completion criteria shall be as specified by the CONSULTANT in its contract documents, and shall also address the startup of warranties accordingly.

Upon notification from Contractor(s) that all remaining "punch list" items have been resolved, the CONSULTANT, in conjunction with appropriate CITY and PROGRAM MANAGER staff, shall perform a final review of the finished Project. Based on successful completion of all outstanding work items by the Contractor, the CONSULTANT shall assist CITY, through the PROGRAM MANAGER, in closing out the construction contract. This shall include, but not limited to, providing recommendations concerning acceptance of the Project and preparing / collecting necessary documentation, including but not limited to, lien waivers, Contractor's final affidavit, close-out change orders, and processing of the final payment application.

- Deliverables - Receive Contractor substantial completion notification.
- Coordinate and attend field meetings to review Substantial Completion.
 - Prepare and verify that punch lists are completed.
 - Certify project completion to appropriate agencies.

- Schedule - Ongoing throughout Program.

The following new Task 4.8 shall be added to the existing scope of services:

Task 4.8 – Post Project Services

The CONSULTANT shall assist the CITY, through the PROGRAM MANAGER, with the coordination of requested warranty work. This assistance shall be provided for the duration of the Project to a period not to exceed the final completion date and acceptance of the Project.

In addition, the CONSULTANT shall coordinate with the Contractor as necessary to transfer record drawing markups, which the CONSULTANT shall update the corresponding CAD files for record purposes and certify the Project as complete, in accordance with all applicable jurisdictional permitting requirements.

- Deliverables - Assist the CITY, through the PROGRAM MANAGER, with warranty work completion.
- Prepare electronic record drawings and certify Project as complete per applicable jurisdictional requirements.
 - Submit five full size copies of final record drawings with applicable certifications of completion.

- Schedule - Ongoing throughout Program.

The following new Task 4.9 shall be added to the existing scope of services:

Task 4.9 - E-Builder Software License and Training

The use of E-Builder software will be implemented during the construction phase of this Project. To this end, the CONSULTANT shall procure requisite licenses and training of its staff as required allowing for the use of this software throughout the Project completion by both its field and office staff.

The following new Task 5.7 shall be added to the existing scope of services:

Task 5.7 - Resident Project Representative

The CONSULTANT shall provide one qualified, full-time Resident Project Representative to provide an adequate quantity and quality of observation as required to reasonably verify that critical elements of the construction Project are being complied with, and that the general intent of the contract documents is being met. In this effort, CONSULTANT's level of effort shall be based upon a period of up to twenty four (24) man-months (4,160 man-hours) of field representation. Should this level of effort be exceeded or decreased, an equitable adjustment shall be made accordingly.

The CONSULTANT's field staff shall be on-site at all times when the Contractor is on the job, as practicable. In addition, the CONSULTANT's level of effort is based upon the assumption that the Resident Project Representative shall monitor all Contractor work crews as specified by the CONSULTANT in the contract document construction sequencing requirements.

In general, the CONSULTANT's Resident Project Representative shall observe the construction of the work and;

- (a) Conduct on-site observations of the work in progress to assist in determining if the provisions of the Contract Documents and permit conditions are being fulfilled and to reasonably protect the CITY, through the PROGRAM MANAGER, against defects and deficiencies in the work of the Contractor. CONSULTANT shall report, to the CITY, through the PROGRAM MANAGER, in writing, whenever it is believed that work is unsatisfactory, faulty or defective and / or does not conform to the Contract Documents, does not meet the requirements of inspections, tests, or has been damaged prior to final payment.
- (b) CONSULTANT shall conduct on-site observations of the work in progress to determine if the Contract Documents and permit requirements are being complied with and to protect the CITY, through the PROGRAM MANAGER, against Contractor work defects and deficiencies. CONSULTANT shall advise the CITY, through the

PROGRAM MANAGER, in writing, whenever work is determined to not conform to the Contract Documents. The CONSULTANT's observer shall attend all scheduled meeting with the Contractor.

- (c) Maintain a daily log of work performed. The daily notes shall include records of when the Contractor is on the job-site, weather conditions, change orders, or changed conditions, list of job site visitors, daily drilling and testing activities, observations in general, and specific observations in more detail as in the case of observing test procedures. Record, in writing, the outcome of these inspections. CONSULTANT shall identify any utilities damaged and verify that the Contractor(s) has notified the respective utility owner.
- (d) Verify that tests, equipment and systems start-up are conducted in the presence of appropriate personnel and that the Contractor maintains adequate records thereof; and observe, record, and report appropriate details relative to the test procedures and start-up.
- (e) Provide a photographic record of the construction, beginning with pre-construction documentation and completing with post-construction photographs. Photographs shall be digital snapshot type taken to define the progress of the Project and shall be labeled as to date, location, view, electronically filed by month, and signed by the CONSULTANT.
- (f) Review materials and workmanship of the Project and report to CITY, through the PROGRAM MANAGER, any deviations from the Contract Documents that may come to the CONSULTANT's attention. Determine the acceptability of the work and materials and make recommendations to the CITY, through the PROGRAM MANAGER, to reject items not meeting the requirements of the Contract Documents.
- (g) Check Contractors' material certifications and samples, verifying that delivered materials match approved shop drawings.
- (h) Field observes critical points in the construction process.
- (i) Direct and supervise the sampling and testing of materials to be performed by independent testing laboratories under subcontract to the CITY. This task includes the receipt, review and processing of invoices from the independent testing laboratories for payment by the CITY.
- (j) CONSULTANT shall verify and sign off on all pay requisition quantities in the field. CONSULTANT shall develop a Field Measurement Form and utilize such form as verification of pay requisition items. In this

effort the CONSULTANT shall advise the PROGRAM MANAGER of quantities being approved for concurrence.

- (k) Monitor that record drawing mark-ups are properly maintained by the Contractor.
- (l) The CONSULTANT's Resident Project Representative shall coordinate with its office staff as necessary to resolve / address all Requests for Information / Contract Document Clarifications / Field Orders and other such Project related correspondence as may be forwarded by the Contractor, through the PROGRAM MANAGER.

Deliverables - Provide full time Resident Project Representation on the Project.
- Prepare Daily Construction Observation Forms and distribute to the PROGRAM MANAGER.

Schedule - Ongoing throughout Project.

PAYMENT AND COMPENSATION

The total fee proposed for this scope of work shall be a not-to-exceed basis in the amount of \$555,540. This fee is based on estimated labor hours per task and other direct costs, as shown in the attached Exhibit "B" - fee proposal from Tetra Tech, Inc., dated May 25, 2006. Invoicing will be monthly and based on hourly rates in accordance with the original Agreement between the City of Miami Beach and Tetra Tech, Inc.



TETRA TECH, INC.
Infrastructure Group

RECEIVED
HAZEN AND SAWYER, P.C.
Miami Beach, Florida

MAY 26 2006

May 25, 2006

Stephanie Harari, P.E.
Program Manager
Hazen and Sawyer, Inc.
975 Arthur Godfrey Road, Suite 211
Miami Beach, FL 33140

SH

Job No. 4004 / 1.4
4014 / 0.4.4

**City of Miami Beach Normandy Isle and Normandy Sud ROW Improvements
Proposal for Additional Professional Services**

Stephanie:

Thank you for giving TetraTech the opportunity to submit this proposal for additional professional services. As you stated in your letters, the City of Miami Beach is considering procuring RPR services for the 24-month construction duration and additional construction management Services. During our negotiation meeting yesterday, we agreed to the following scope of work and fees.

○ **Task 5.7 - Resident Project Representatives**

Civil Engineering RPR – Full time

2 years x 52 weeks/year x 40 hours/week x \$80 per hour = \$332,800

Subtotal Task 5.7 \$332,800

○ **Task 4.7 - Project Closeout (Revised Total Fee for Task 4.7)**

Project Manager

8 weeks x 5 days/weeks x 8 hours per day x \$137 per hour = \$43,840

Project Engineers (Two Each)

8 weeks x 5 days/week x 8 hours x \$117 per hour x 2 each = \$74,880

Administration

8 weeks x 5 days/week x 4 hour per day x \$45 per hour = \$7,200

Landscape/Streetscape Inspection

8 weeks x 5 days/week x 4 hours/day x \$85 per hour = \$13,600

Electrical Inspection

8 weeks x 5 days/week x 4 hours/day x \$85 per hour = \$13,600

Subtotal Task 4.7 \$153,120

○ **Task 4.8 – Post Project Services**

Project Manager

4 weeks x 5 days/week x 8 hours/day x \$137 per hour = \$21,920

Project Engineer

4 weeks x 5 days/week x 8 hours per day x \$117 per hour = \$18,720

CADD Technician

4 weeks x 5 days/week x 8 hours per day x \$83 per hour = \$13,280

Administration

4 weeks x 5 days/week x 4.0 hours per day x \$45 per hour = \$3,600

Reimbursable Printing Costs

= \$5,000

Subtotal Task 4.8 \$62,520

○ **Task 4.9 – E-builder Software**

Reimbursable Cost of \$2,000 for two licenses; Training Sessions
At \$700 lump sum.

Subtotal Task 4.9 \$2,700

○ **Task 4.1A - Pre Construction Conference with Residents**

Project Manager

1 week x 5 days/week x 4 hours per day x \$137 per hour = \$2,740

CADD Technician and Administrative Support

1 week x 5 days x 4 hours per day x \$83 per hour = \$1,660

Subtotal Task 4.1A \$4,400

Proposed Additional Services Grand Total = \$555,540

Thank you for your offer to extend our professional services. I look forward to the City's favorable response.



Mark B. Wolfe, P.E.
Senior Project Manager

Condensed Title:

A RESOLUTION ADOPTING THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) MODEL AS THE STRATEGY TO BE USED FOR EMERGENCY PREPAREDNESS EFFORTS AND DIRECTING THAT THE CITY MANAGER TAKE ANY AND ALL NECESSARY STEPS TO COMPLY THEREWITH.

Key Intended Outcome Supported:

Improve public safety

Issue:

Shall NIMS be adopted as the emergency preparedness model for the City?

Item Summary/Recommendation:

The City's emergency preparedness and response plan is based on a National model, the National Incident Management System (NIMS), which has proven to be effective on a national scale. Both the Federal and State governments are requiring for effectiveness and national consistency that all emergency response plans be based on NIMS and that each government have an adopted policy to that effect. The attached resolution formally adopts the NIMS model and is one of the steps that the City must take in order to demonstrate compliance and remain eligible for future FEMA funding.

Approval is recommended.

Advisory Board Recommendation:

NA

Financial Information:

Source of Funds:	Amount	Account	Approved
1	NA		
2			
3			
4			
Total			


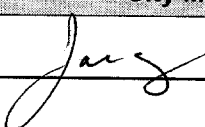
OBPI

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

--

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		






MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission
FROM: Jorge M. Gonzalez, City Manager 
DATE: July 12, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) MODEL AS THE STRATEGY TO BE USED BY THE CITY OF MIAMI BEACH'S EMERGENCY PREPAREDNESS EFFORTS AND DIRECT THAT THE CITY MANAGER TAKE ANY AND ALL ACTIONS IN PLANNING AND IMPLEMENTATION TO FOSTER COMPLIANCE THEREWITH.**

ADMINISTRATIVE RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The President of the United States in Homeland Security Directive #5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach for federal, state, local, and tribal governments, to work together more effectively and efficiently, to prevent, prepare for, respond to and recover from disasters, regardless of cause, size, or complexity.

In order to respond to disasters and secure the homeland, it is essential that federal, state, local, and tribal organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters.

The City's emergency preparedness and response plan is based on the National Incident Management System (NIMS) model, which has proven to be effective on a national scale. Both the Federal and State governments are requiring for effectiveness and national consistency that all emergency response plans be based on NIMS and that each government have an adopted policy to that effect. The attached resolution formally adopts the NIMS model and is one of the steps that the City must take in order to demonstrate compliance and remain eligible for future FEMA funding.

Approval is recommended.

JMG/RM/FJ/DD/dd

T:\AGENDA\2006\jul1206\consent\NIMS Commission Memo.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, TO ADOPT THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) MODEL AS THE STRATEGY TO BE USED BY THE CITY OF MIAMI BEACH EMERGENCY PREPAREDNESS EFFORTS AND DIRECTS THAT THE CITY OF MIAMI BEACH EMERGENCY RESPONSE PLANNING AND PROGRAM IMPLEMENTATION ACTIVITIES ARE IN COMPLIANCE THEREWITH.

WHEREAS, THE President of the United States in Homeland Security Directive #5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach for federal, state, local, and tribal governments, to work together more effectively and efficiently, to prevent, prepare for, respond to and recover from disasters, regardless of cause, size, or complexity; and

WHEREAS, local and state emergency management professionals have contributed their expertise to the development of the new National Incident Management System (NIMS); and

WHEREAS, in order to respond to disasters and secure the homeland, it is essential that federal, state, local, and tribal organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and

WHEREAS, the City of Miami Beach Emergency Management philosophy substantially meets the objectives of the National Incident Management System (NIMS); and

WHEREAS, the National Commission on Terrorist Attacks (9-11 Commission) recommends adoption of a standardized Incident Command System nationwide;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the City of Miami Beach adopts the National Incident Management System (NIMS) model as the strategy to be used by the City of Miami Beach's emergency preparedness efforts and further directs that the City Manager take any and all necessary steps so that the City of Miami Beach emergency response planning and program implementation activities are in compliance therewith.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2006.

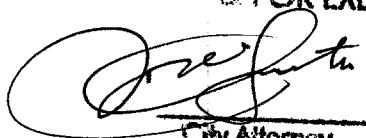
ATTEST:

CITY CLERK

JMG/RM/FJ/DD/dd

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

MAYOR



City Attorney

89-7/7/06
89 Date

Condensed Title:

A Resolution approving an amendment to the Alley Vacation Agreement with AR&J Sobe, LLC, for the project located at Fifth Street and Alton Road.

Key Intended Outcome Supported:

Increase Parking Opportunities

Issue:

Shall the City Commission amend the Alley Vacation Agreement with the Developer approved on February 23, 2005, to conform the deadline dates to the dates that are included in the Development Agreement that was subsequently approved on May 18, 2005?

Item Summary/Recommendation:

The Mayor and City Commission adopted Resolution No. 2005-25827, on February 23, 2005, approving the vacation of an alley adjacent to the development known as "Fifth and Alton." Subsequently, the Mayor and City Commission adopted Resolution No. 2005-25899, approving the Development Agreement for the "Fifth and Alton" project. The two agreements have inconsistent deadline dates for the execution of a grocery lease by the developer and the commencement of construction of the project. This Resolution conforms the dates in the Vacation Agreement to the dates that are in the Development Agreement.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:	Amount	Account	Approved
1	N/A		
2			
3			
4			
Total			

OBPI

Financial Impact Summary: N/A

City Clerk's Office Legislative Tracking:

Kevin Crowder, Economic Development

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	<i>[Signature]</i>	<i>[Signature]</i>

T:\AGENDA\2006\jul1206\consent\Potamkin Amendment Summary.doc



MIAMIBEACH

AGENDA ITEM C7E
DATE 7-12-06




MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager 

DATE: July 12, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE ALLEY VACATION AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND AR&J SOBE, LLC, APPROVED ON FEBRUARY 23, 2005.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On February 23, 2005, in consideration of the public benefits being provided by AR&J Sobe (Developer), the Mayor and City Commission adopted Resolution No. 2005-25827, approving and authorizing the vacation of an alley located adjacent to the proposed Fifth and Alton development project.

The vacation agreement is subject to the following reverter and/or reconveyance provisions:

- (i) In the event Developer does not enter into a supermarket lease (as defined in the proposed Development Agreement) on or before eighteen (18) months after the Effective Date of the Vacation Agreement or Construction Commencement, as defined therein, whichever comes first;
- (ii) In the event Developer does not Commence Construction of the Project on or before September 1, 2006;
- (iii) In the event the Project is substantially modified from the Project approved by the Historic Preservation Board and Design Review Board, as referenced in the respective Board Orders issued in August 2004;

On May 16, 2005, the Mayor and City commission adopted Resolution No. 2005-25899, approving a Development Agreement between the City of Miami Beach and AR&J Sobe, LLC, for the development of Fifth and Alton, a vertical retail center and parking garage.

The Development Agreement defines "Outside Date" as the date which is eighteen (18) months after the Effective Date (May 18, 2005), or the Construction commencement Date, whichever shall first occur. The Development Agreement further specifies terms under which the City may terminate the agreement, which include:

- (i) Developer has not obtained a Building Permit for the project on or before the Outside Date (November 18, 2006);
- (ii) Developer has not Commenced Construction of the Project on or before March 1, 2007;
- (iii) City determines that the project and the public purposes to be derived from it render the project unfeasible or unwarranted;
- (iv) Developer has not obtained the fully executed Grocery Lease required by Article 15 of the Development Agreement and delivered a copy thereof to the City on or before the Outside Date.

Due to the time that passed between the approval of the Alley Vacation and the approval of the Development Agreement, the deadlines for the execution of a grocery lease and the commencement of construction are inconsistent.

	Vacation Agreement	Development Agreement
Grocery Lease	August 23, 2006	November 18, 2006
Construction Commencement	September 1, 2006	March 1, 2007

The Administration discussed this inconsistency with the Developer during April and May of this year. The attached resolution and amendment to the Vacation Agreement will conform the deadline dates for execution of the grocery lease and construction commencement to the dates specified in the Development Agreement.

JMG/TH/kc

T:\AGENDA\2006\jul1206\consent\Potamkin Amendment.doc

RESOLUTION TO BE SUBMITTED

THIS PAGE INTENTIONALLY LEFT BLANK

COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution Accepting the City Manager's Recommendation Pertaining to the Ranking of Firms for Auditing Services, Authorizing the Administration to Enter into Negotiations, and Authorizing the Mayor and City Clerk to Execute an Agreement(s) for Auditing Services.

Key Intended Outcome Supported:

Improve the City's Overall Financial Health and Maintain Overall Bond Rating

Issue:

Shall the Commission Adopt the Resolution?

Item Summary/Recommendation:

The purpose of the audit services is to examine the City's Basic Financial Statements included in the City's Comprehensive Annual Financial Report (CAFR, Single Audit, PSF, VCA, SMG, and SNP audits.

On May 10, 2006 the City Commission authorized the issuance of an RFP to solicit proposals for auditing services for the City of Miami Beach.

On May 19, 2006, RFP No. 23-05/06 was issued and notices sent to over 22 firms, which resulted in the receipt of proposals from McGladrey & Pullen, LLP and KPMG LLP.

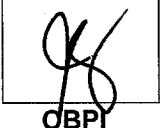
An Evaluation Committee appointed by the City Manager reviewed and discussed the proposals, then scored and ranked the two proposals. Based on the published evaluation criteria, the Committee unanimously ranked McGladrey & Pullen as the top-ranked firm. However, a motion was made and carried, to allow the Administration the flexibility to engage both firms in negotiations, with the potential to split the different audits between the two firms, where it was in the best interest of the City.

The Administration recommends approval.

Advisory Board Recommendation:

N/A

Financial Information:



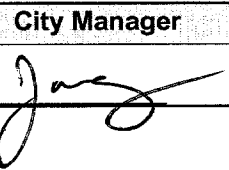
Source of Funds:	Amount	Account	Approved
 OBPI	1	Estimated expenditure \$220,000	011-9310-000312; 168-1985-000312 480-0461-000312; 440-0442-000312 011-0950-000312
	2		
	3		
	4		
	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Gus Lopez, Procurement

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL 	PDW 	JMG 

T:\AGENDA\2006\JUL1206\Consent\AuditingSummary.doc





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 12, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 23-05/06 FOR AUDITING SERVICES TO EXAMINE THE CITY'S BASIC FINANCIAL STATEMENTS INCLUDED IN THE CITY'S COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR), FEDERAL GRANT PROGRAMS AND STATE PROJECTS (OMB A-133 SINGLE AUDIT), THE MIAMI BEACH REDEVELOPMENT AGENCY'S (RDA) BASIC FINANCIAL STATEMENTS, THE PARKING SYSTEMS FUNDS' (PSF) FINANCIAL STATEMENTS, THE MIAMI BEACH VISITOR AND CONVENTION AUTHORITY'S (VCA) FINANCIAL STATEMENTS, THE MIAMI BEACH CONVENTION CENTER (MBCC) AND JACKIE GLEASON THEATER OF THE PERFORMING ARTS (JGT), AS MANAGED BY SMG, FINANCIAL STATEMENTS, AND THE SAFE NEIGHBORHOOD PARKS AND BOND PROGRAM (SNP); AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE FIRMS MCGLADREY & PULLEN, LLP AND KPMG LLP; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT(S) UPON THE COMPLETION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING AND ESTIMATED AMOUNT

\$220,000

<u>Service</u>	<u>Funding Source</u>	<u>Estimated Expenditure</u>
Audit of City's Basic Financial Statement (CAFR)	011.9310.000312	\$111,000
OMB A-133 Single Audits	011.9310.000312	22,000
Management Letter in Accordance with the Rules of the Auditor General of the State of Florida	011.9310.000312	2,000
Miami Beach Redevelopment Agency (RDA)	168.1985.000312	20,000
Miami Beach Parking Systems Funds (PSF)	480.0461.000312	20,000
Miami Beach Visitor and Convention Authority (VCA)	011.9310.000312	18,000
Miami Beach Convention Center and Jackie Gleason Theater of the Performing Arts, as Managed by SMG	440.0442.000312	18,000
Safe Neighborhood Parks Single Audit (SNP)	011.0950.000312	9,000

Future fiscal year expenditures will be funded from Professional Services budget accounts.

ANALYSIS

The purpose of the audit services (the "engagement") is to examine the City's Basic Financial Statements included in the City's Comprehensive Annual Financial Report (CAFR). The engagement shall also include the Single Audit, PSF, VCA, SMG, and SNP audits, for a period of five (5) years with the sole option and discretion of the City to renew for five (5) additional one-year periods.

On May 10, 2006 the City Commission authorized the issuance of an RFP to solicit proposals for auditing services for the City of Miami Beach.

The initial engagement will be for the fiscal year ending September 30, 2006. Additional years of the engagement would be subject to the approval of the City Manager.

RFP PROCESS

On May 19, 2006, RFP No. 23-05/06 was issued and notices sent to over 22 firms, which resulted in the receipt of two proposals from the following firms:

McGladrey & Pullen, LLP
KPMG LLP

This was the first RFP that incorporated the Requirement for City Contractors to Provide Equal Benefits for Domestic Partners Ordinance No. 2005-3494. Both proposals received by the City provided documentation that these firms extended the same benefits for domestic partners of employees as those extended to spouses of employees.

On June 20, 2006, the City Manager via Letter to Commission No. 165-2006, appointed an Evaluation Committee (the "Committee"), consisting of the following individuals:

Jeryl (Deede) Weithorn - Independent CPA
Georgina Echert - Assistant Director, Finance, CMB
James Sutter - Internal Auditor, CMB
Larry Herrup - Independent CPA
Marc Gidney - Independent CPA

The Committee convened on June 27, 2006 and was provided with an overview of the project, information relative to the City's Code of Silence Ordinance, and the Government in the Sunshine Law. Georgina Echert was unable to attend the meeting due to a conflict.

The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFP, which was as follows (total possible 100 points):

- Firm's Experience in Auditing Services - 20 points
- Qualifications of the Project Team – 20 points
- Methodology and Approach – 10 points
- Risk Assessment Plan for Ensuring Quality of Work – 15 points
- Past Performance Based on Client References and Number and Quality of the Performance Evaluation Surveys – 15 points
- Fees – 20 points

The Committee discussed each of the proposals and proceeded to score and rank them as follows:

COMMITTEE MEMBER	McGLADREY & PULLEN, LLP	KPMG LLP
J. Deede Weithorn	98 (1)	93 (2)
James Sutter	91 (1)	89 (2)
Larry Herrup	98 (1)	94 (2)
Marc Gidney	99 (1)	96 (2)

The Committee unanimously ranked McGladrey & Pullen as the top-ranked firm. However, a motion was made and carried, to allow the Administration the flexibility to engage both firms in negotiations, with the potential to split the different audits between the two firms, where it was in the best interest of the City.

The Committee concurred that the number of large firms that can meet the scope of services required in the RFP, and that are willing to perform work for cities and municipalities, has decreased over the years.

KPMG has been performing audits for the City for the past nine years. The Committee discussed the transition of staff that has been occurring from KPMG to McGladrey & Pullen in the recent past.

Concerns were raised as to the effect on the City's bond rating if there were to be a shift from KPMG to a potentially lesser known firm. However the Committee noted that while McGladrey & Pullen is relatively new to the City's business, they are ranked the fifth largest provider of accounting, tax and consulting services nationwide, with revenues exceeding \$1 billion.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the attached resolution, which recommends the acceptance of the ranking of the firms and authorizes the Administration to enter into negotiations with the firms McGladrey & Pullen, LLP, and KPMG LLP; and further authorizing the Mayor and City Clerk to execute an agreement(s) upon the completion of successful negotiations by the Administration.

RESOLUTION TO BE SUBMITTED

Condensed Title:

A Resolution Authorizing The City Manager Or His Designee To Execute An Agreement With Miami-Dade County, For Funding, In The Combined Amount Of \$6,250,000 From The Building Better Communities General Obligation Bond Program, For The Following Six (6) Projects, As Approved By The Voters In The November 2, 2004 Countywide Referendum.

Key Intended Outcomes Supported:

Ensure Well Designed Quality Capital Projects.

Issue:

Shall The City Execute An Agreement With Miami-Dade County, For Funding From The Building Better Communities General Obligation Bond Program, For The Renovation Of The Following Six (6) Projects, As Approved By The Voters In The November 2, 2004 Countywide Referendum.

Item Summary/Recommendation:

On November 2, 2004, The Voters Of Miami-Dade County Overwhelmingly Supported And Approved A Referendum Supporting The Building Better Communities General Obligation Bond Program (BBC GOB) To Provide \$2.9 Billion To Fund More Than 300 Capital Improvements Throughout The County Over The Next 15 To 20 Years. As Part Of The Building Better Communities Bond Program, The Miami-Dade County Board Of Commissioners Reviewed And Approved Allocations To Municipalities Throughout The County, Including The City Of Miami Beach.

The following projects were approved for funding, and, accordingly, the Administration requests approval to execute the Interlocal Agreements for these six (6) projects: 1) Fire Station #2 In The Amount Of \$2,000,000; 2) Fire Station #4 In The Amount Of \$1,000,000; 3) South Shore Community Center In The Amount Of \$500,000; 4) Normandy Shores Golf Course In The Amount Of \$1,000,000; 5) Scott Rakow Youth Center In The Amount Of \$1,000,000; And, 6); 41st Street Bridge Repair And Restoration In The Amount Of \$750,000; and approval to Execute Of All Necessary Documents Related To These Agreements.

Advisory Board Recommendation:

N/A

Financial Information:

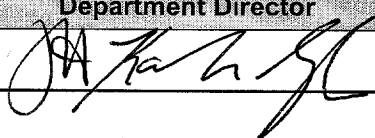

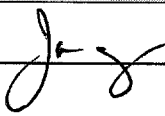
Source of Funds:	#	Project	BBC GOB Amount	Match Amount/Source
	1	Fire Station #2	\$2,000,000	No Matching Funds Required
	2	Fire Station #4	\$1,000,000	No Matching Funds Required
	3	S. Shore Community Ctr	\$ 500,000	No Matching Funds Required
	4	Normandy Shores Golf	\$1,000,000	No Matching Funds Required
	5	Scott Rakow Youth Ctr	\$1,000,000	No Matching Funds Required
	6	41 st St Bridge Repair	\$ 750,000	No Matching Funds Required
	Total		\$6,250,000	N/A – No Match Required

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Kathie Brooks, Director, Office Of Budget And Performance Improvement

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		



MIAMIBEACH

AGENDA ITEM

C76

DATE

7-12-06



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 12, 2006

SUBJECT **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE FOLLOWING AGREEMENTS WITH MIAMI-DADE COUNTY, FOR FUNDING FROM THE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM: 1) FIRE STATION #2 IN THE AMOUNT OF \$2,000,000; 2) FIRE STATION #4 IN THE AMOUNT OF \$1,000,000; 3) SOUTH SHORE COMMUNITY CENTER IN THE AMOUNT OF \$500,000; 4) NORMANDY SHORES GOLF COURSE IN THE AMOUNT OF \$1,000,000; 5) SCOTT RAKOW YOUTH CENTER IN THE AMOUNT OF \$1,000,000; AND, 6); 41ST STREET BRIDGE REPAIR AND RESTORATION, IN THE AMOUNT OF \$750,000; AS APPROVED BY THE VOTERS IN THE NOVEMBER 2, 2004 COUNTYWIDE REFERENDUM; FURTHER AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THESE AGREEMENTS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On November 2, 2004, the voters of Miami-Dade County overwhelmingly supported and approved a referendum supporting the Building Better Communities General Obligation Bond Program (BBC GOB) to provide \$2.9 billion to fund more than 300 capital improvements throughout the County over the next 15 to 20 years. As part of the Building Better Communities Bond Program, the Miami-Dade County Board of County Commissioners reviewed and approved allocations to municipalities throughout the County, including the City of Miami Beach.

The City of Miami Beach will be constructing and/or renovating the following facilities financed partially with BBC GOB funds: Lummus Park, South Pointe Park, Beach Maintenance Facility, Beachfront Restrooms, Flamingo Park, Normandy Shores Golf Course, Band Shell Park, Scott Rakow Youth Center, 41st Street Bridge Repair/Restoration, Fire Station #2, Fire Station #4, South Shore Community Center, Flagler Memorial Monument, Monument Island, Old City Hall and Miami Beach Convention Center. Additional other GOB projects in the City include the renovation of North Shore Branch Library, improvements to the Wolfsonian and Beach Erosion Mitigation and Renourishment Projects.

Some of the BBC GOB funded projects are in advanced stages of renovation. The Administration desires to move forward and execute the agreements for these projects in order to start requesting reimbursement of these funds.

As such, the Administration now requests approval to execute the following six (6) agreements:

1. GOB Project Number 198-70614/Fire Station # 2 \$2,000,000
2. GOB Project Number 199-70615/Fire Station #4 \$1,000,000
3. GOB Project Number 240-70617/South Shore Community Center \$ 500,000
4. GOB Project Number 85-70610/Normandy Shores Golf Course \$1,000,000
5. GOB Project Number 87-70612/Scott Rakow Youth Center \$1,000,000
6. GOB Project Number 155-70613/41st St Bridge Repair/Restoration \$ 750,000

GOB Project Number 239-70616/Renovation of Old City Hall, in the amount of \$2,000,000 was already approved by the Mayor and City Commission at the June 7, 2006 Commission meeting.

Two documents guide the BBC GOB program: the Administrative Rules, which govern the implementation by Miami-Dade County of the Building Better Communities General Obligation Bond Program; and the Interlocal Agreements, which are the executed grant agreements between Miami-Dade County and the City setting forth mutual obligations regarding funding cycle allocations for each project. The Administrative Rule and Interlocal Agreement were developed after the City's agreement with the County as to which projects to include, and after approval by the voters. The City has been working with Miami-Dade County on certain language contained in both the Administrative Rule and the Interlocal Agreement.

Much of the language contained in these documents has been resolved, however, three (3) issues in the Administrative Rule and/or Interlocal Agreements remain outstanding, they include:

1. Fees/Pricing Policy

The County requires that the City not discriminate when charging facility admission fees based on where a resident resides in the County.

Currently the City gives discounts to Miami Beach residents at our facilities for entrance fees, and programs, including parks programs.

2. Naming Rights and Advertisement Space Offered on a Facility

The County requires that, in the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC GOB Program funds, then Miami-Dade County's name, logo and slogan shall appear on the facility not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater.

3. Substitution of other capital project funding.

The County requires that BBC GOB funds not be used in substitution of other capital funding.

The County has clarified that this applies only to work started before July 20, 2004, since any work started *after* July 20, 2004 will not be considered "substitution of funds". The County has further opined that any work started before July 20, 2004 will need to be reviewed by the County Attorney's Office in order for a determination to be made on whether the work can be reimbursed with BBC GOB funds.

The City continues to work with the County to revise language for these issues as they were never discussed when the City and County were developing the list of City projects to be included in the BBC GOB. However, the Administration recommends proceeding with the aforementioned agreements, as the City's Administration and Legal Department continues to pursue resolution of these issues with the County.

The Building Better Communities General Obligation Bond Program funds for these six projects, as well as for the previously approved Renovation of Old City Hall project were appropriated as part of the City's 2006 Capital Budget.

Matching funds are not required from the City to support the BBC GOB funding.

This project supports the Key Intended Outcome: Ensure Well Designed Quality Capital Projects.

CONCLUSION

The Administration requests approval to authorize the City Manager or his designee to execute the following agreements with Miami-Dade County, for funding from the Building Better Communities General Obligation Bond Program: 1) Fire Station #2 in the amount of \$2,000,000; 2) Fire Station #4 in the amount of \$1,000,000; 3) South Shore Community Center in the amount of \$500,000; 4) Normandy Shores Golf Course in the amount of \$1,000,000; 5) Scott Rakow Youth Center in the amount of \$1,000,000; and, 6); 41st Street Bridge Repair And Restoration in the amount of \$750,000; as approved by the voters in the November 2, 2004 countywide referendum; further authorizing the execution of all necessary documents related to these agreements.

JMG/KB/JH

T:\AGENDA\2006\jul1206\consent\Grants GOB Agmt .doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE INTERLOCAL AGREEMENTS WITH MIAMI-DADE COUNTY FOR FUNDING, FROM THE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM FOR THE FOLLOWING PROJECTS: 1) FIRE STATION #2, IN THE AMOUNT OF \$2,000,000; 2) FIRE STATION #4, IN THE AMOUNT OF \$1,000,000; 3) SOUTH SHORE COMMUNITY CENTER, IN THE AMOUNT OF \$500,000; 4) NORMANDY SHORES GOLF COURSE, IN THE AMOUNT OF \$1,000,000; 5) SCOTT RAKOW YOUTH CENTER, IN THE AMOUNT OF \$1,000,000; AND, 6); 41ST STREET BRIDGE REPAIR AND RESTORATION, IN THE AMOUNT OF \$750,000; FURTHER AUTHORIZING THE EXECUTION OF ALL OTHER NECESSARY DOCUMENTS RELATED TO THESE AGREEMENTS.

WHEREAS, on November 2, 2004, the voters of Miami Dade County overwhelmingly supported and approved a referendum supporting the Building Better Communities General Obligation Bond Program (BBC GOB) to provide \$2.9 billion to fund more than 300 capital improvements throughout the County, including City of Miami Beach projects; and

WHEREAS, the City will be constructing and/or renovating the following facilities throughout the City, financed partially with BBC GOB funds, and some of these projects are already in advanced stages of renovation; and

WHEREAS, the Administration desires to move forward and execute the agreements for these projects in order to start requesting reimbursement of these funds; and

WHEREAS, the Administration now requests approval to execute the following six (6) agreements:

1. GOB Project Number 198-70614/Fire Station # 2 \$2,000,000;
 2. GOB Project Number 199-70615/Fire Station #4 \$1,000,000;
 3. GOB Project Number 240-70617/South Shore Community Center \$ 500,000;
 4. GOB Project Number 85-70610/Normandy Shores Golf Course \$1,000,000;
 5. GOB Project Number 87-70612/Scott Rakow Youth Center \$1,000,000;
 6. GOB Project Number 155-70613/41st St Bridge Repair/Restoration\$ 750,000;
- and;

WHEREAS, GOB Project Number 239-70616/Renovation of Old City Hall, in the amount of \$2,000,000, was already approved by the Mayor and City Commission at its June 7, 2006 Commission meeting; and

WHEREAS, two documents guide the BBC GOB program: the Administrative Rules, which govern the implementation by Miami-Dade County of the BBC GOB Program; and the individual Interlocal Agreements, which are the executed grant agreements between Miami-Dade County and the City setting forth mutual obligations regarding funding cycle allocations for each project; and

WHEREAS, the Administrative Rules and Interlocal Agreement format were developed after the City's agreement with the County as to which projects to include, and after approval by the voters; and

WHEREAS, the City's Administration and Legal Department have been working with Miami-Dade County on certain language contained in both the Administrative Rules and the Interlocal Agreement; and

WHEREAS, much of the language contained in these documents has been resolved; however, three (3) issues in the Administrative Rules and/or Interlocal Agreement format remain outstanding, and they include:

1. Fees/Pricing Policy

The County requires that the City not discriminate when charging facility admission fees based on where a resident resides in the County.

Currently the City gives discounts to Miami Beach residents at City facilities for entrance fees, and programs, including parks programs;

2. Naming Rights and Advertisement Space Offered on a Facility

The County requires that, in the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC GOB Program funds, then Miami-Dade County's name, logo and slogan shall appear on the facility not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater;

3. Substitution of Other Capital Project Funding

The County requires that BBC GOB funds not be used in substitution of other capital funding.

The County has clarified that this applies only to work started before July 20, 2004, since any work started *after* July 20, 2004 will not be considered "substitution of funds". The County has further opined that any work started before July 20, 2004 will need to be reviewed by the County Attorney's Office in order for a determination to be made on whether the work can be reimbursed with BBC GOB funds; and

WHEREAS, the City continues to work with the County to revise the language regarding these three (3) issues; however, the Administration recommends proceeding with approval of the aforementioned agreements, as the City's Administration and Legal Department continues to pursue resolution of these issues with Miami-Dade County; and

WHEREAS, the BBC GOB Program funds for these six projects, as well as for the previously approved Renovation of Old City Hall project, were appropriated as part of the City's 2006 Capital Budget; and

WHEREAS, matching funds are not required from the City to support the BBC GOB funding; and

WHEREAS, these projects support the key intended outcome: ensure well designed quality capital projects.

NOW THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH that the Mayor and City Commission hereby authorize the City Manager or his designee to execute interlocal agreements with Miami-Dade County for funding from the Building Better Communities General Obligation Bond Program for the following projects: 1) Fire Station #2, in the amount of \$2,000,000; 2) Fire Station #4, in the amount of \$1,000,000; 3) South Shore Community Center, in the amount of \$500,000; 4) Normandy Shores Golf Course, in the amount of \$1,000,000; 5) Scott Rakow Youth Center, in the amount of \$1,000,000; and, 6); 41st Street Bridge Repair And Restoration, in the amount of \$750,000; further authorizing the execution of all other necessary documents related to these agreements.

PASSED and ADOPTED this _____ day of _____, 2006

ATTEST:

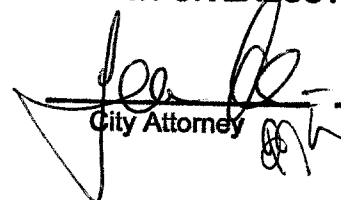
MAYOR


CITY CLERK

JMG/KB/JH

T:\AGENDA\2006\jul1206\consent\GOB Agmt RESO.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney  Date 7/7/06

Condensed Title:

A Resolution Adopting The Local Mitigation Strategy For Miami-Dade County; And Providing For An Effective Date.

Key Intended Outcomes Supported:

Increase Resident Ratings of Public Safety Services.

Issue:

Shall The City Adopt The Local Mitigation Strategy For Miami-Dade County?

Item Summary/Recommendation:

The City's Participation In And Adoption Of The Miami-Dade LMS Will Assist In Improving The City Of Miami Beach's Standing And Classification In The Community Rating System, Making Flood Insurance Under The National Flood Insurance Program More Affordable. The Community Rating System (CRS) Is A Points Based System Program That Reduces Flood Insurance Premiums For The Citizens Of Participating Communities.

In Order For The City To Remain In Class 7 At The CRS's Classification Program, NFIP Has Requested That The City Of Miami Beach Adopt A Resolution To Adopt The Local Mitigation Strategy For Miami-Dade County.

Advisory Board Recommendation:

N/A

Financial Information:

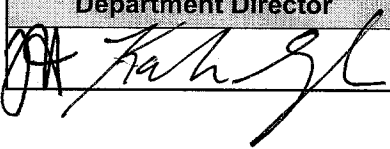

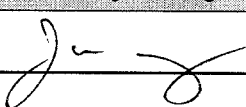
Source Of Funds:	Project #	Amount	Account	Approved
	Adopt LMS	N/A	N/A	N/A
	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Judy Hoanshelt, Grants Manager, Office Of Budget And Performance Improvement

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 12, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE LOCAL MITIGATION STRATEGY FOR MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Miami-Dade County is the designated local coordinator of the Local Mitigation Strategy Program (LMS) for the Miami-Dade County area, and prepares all the municipal components of the program into a single unified Countywide Local Mitigation Strategy. The primary stated mitigation goal of the LMS is to reduce vulnerability to natural, technological and societal hazards from all sources, but especially in South Florida from hurricanes, tornadoes, major rainfall and other severe weather events. The LMS complies with Chapter 163, Florida Statutes, which requires government units to plan for hazards and emergencies.

The City's participation in and adoption of the Miami-Dade LMS will assist in improving the City of Miami Beach's standing and classification in the Community Rating System, making flood insurance under the National Flood Insurance Program more affordable. The Community Rating System (CRS) is a points based system program that reduces flood insurance premiums for the citizens of participating communities. In the CRS program, flood insurance premiums are adjusted to reflect community activities that reduce flood damage to existing buildings, protect new buildings beyond the minimum NFIP protection level, help insurance agents obtain flood data and help people obtain flood insurance. A community receives a CRS classification based upon the total score for its activities. There are 10 CRS classes: Class 1 requires the most credit points and gives the greatest premium reduction. Class 10 receives no premium reduction.

The City of Miami Beach has participated in Miami-Dade County Local Mitigation Strategy since 2000. Adoption of the local portion of the LMS is one of the ways in order to assist the City to upgrade its CRS's classification. Currently the City is a Class 7 community, and as such, the City's residents have been receiving a 15% discount in their flood insurance premium (equivalent to approximately \$1.85m annually for 40,000 policies citywide). In order for the City to remain in class 7 at the CRS's classification program, NFIP has requested that the City of Miami Beach adopt a resolution to adopt the Miami-Dade Local Mitigation Strategy.

CONCLUSION

The Administration recommends that the City Commission adopt the Miami-Dade County Local Mitigation Strategy.

JMG/KGB/JH

T:\AGENDA\2006\jul1206\consent\Adopt LMS.doc

RESOLUTION NO. _____

**A RESOLUTION OF THE MAYOR AND CITY
COMMISSION OF THE CITY OF MIAMI BEACH,
FLORIDA, ADOPTING THE LOCAL MITIGATION
STRATEGY (LMS) FOR MIAMI-DADE COUNTY**

WHEREAS, the Local Mitigation Strategy (LMS) complies with Chapter 163, Florida Statutes, which requires government units to plan for hazards and emergencies; and

WHEREAS, Miami-Dade County is the designated local coordinator of the Local Mitigation Strategy Program (LMS) for the Miami-Dade County area; and

WHEREAS, Miami-Dade County prepares all the municipal components of the program into a single unified Countywide Local Mitigation Strategy; and

WHEREAS, the City of Miami Beach has participated in Miami-Dade County Local Mitigation Strategy since 2000; and

WHEREAS, the Miami-Dade County Board of County Commissioners has adopted the Local Mitigation Strategy for Miami-Dade County.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH that the Mayor and City Commission hereby adopt the Local Mitigation Strategy for Miami-Dade County.

PASSED and ADOPTED this _____ day of _____, 2006

ATTEST:

MAYOR

CITY CLERK

JMG/KB/JH

T:\AGENDA\2006\jul1206\consent\Grants LMS Reso.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

7/7/06

Date

Condensed Title:

A Resolution Authorizing The City Manager Or His Designee To Enter Into An Urban And Community Forestry Grant Memorandum Of Agreement With The State Of Florida, Department Of Agriculture And Consumer Services, Division of Forestry.

Key Intended Outcome Supported:

Improve The City's Overall Financial Health And Maintain Overall Bond Rating.

Issue:

Shall The City Support The Grant Request Consisting Of The Replanting of Trees in Parks That Were Most Heavily Damaged By Hurricane Storms of 2005?

Item Summary/Recommendation:


The 2006 Emergency Hurricane Supplemental Urban and Community Forestry Grant Program has solicited applications from local governments in order to provide financial assistance for tree planting, arboricultural practices, and educational programs in urban areas throughout the State of Florida. The Program seeks to provide financial assistance for the development of urban forestry particularly for communities adversely affected by the storms that occurred in 2005. Communities are encouraged to submit proposals that demonstrate a commitment to replanting trees destroyed by the storms of 2005.

Communities hit by tropical force storms can request no more than \$50,000 for the refurbishment of lost or damaged trees. The City of Miami Beach is requesting a \$50,000 grant from the Urban and Community Forestry Program. The City estimates that over 2,000 trees on City property were destroyed due to tropical force winds during the 2005 storms. Grant money will be spent to plant trees throughout the city that were most heavily damaged by the 2005 hurricanes. The City of Miami Beach's 25% match, as required by the grant provisions, will be covered with City revenues spent to replace trees that were destroyed or damaged by the storms. The Administration recommends support of the grant request to enhance the urban forestry at various parks.

Advisory Board Recommendation:

N/A

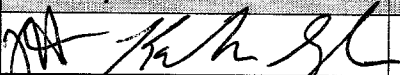

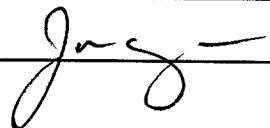
Financial Information:

Source of Funds:	Grant/Project	Grant	Match Amount
	1. State of Florida Div. of Forestry	\$50,000	\$12,500 / Previously Expended City Funds
 OBPI			
Financial Impact Summary:			

City Clerk's Office Legislative Tracking:

Judy Hoanshelt, Office of Budget and Performance Improvement

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

T:\AGENDA\2006\jul1206\consent\Grants Item Summary trees.doc





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: July 12, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN URBAN AND COMMUNITY FORESTRY GRANT MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY FOR FUNDING FROM THE 2006 EMERGENCY HURRICANE SUPPLEMENTAL URBAN AND COMMUNITY FORESTRY GRANT PROGRAM, IN AN AMOUNT NOT TO EXCEED \$50,000 FOR FUNDING FOR THE CITY'S TREE PLANTING PROGRAM; FURTHER APPROPRIATING THE GRANT AND MATCHING FUNDS, IF APPROVED AND ACCEPTED BY THE CITY; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THIS APPLICATION.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The US Forest Service is authorized under federal legislation to provide funds to states for grants to communities in support of their urban forestry programs. The Florida Department of Agriculture and Consumer Services is authorized under Florida Statute to cooperate with local governments to promote the planting and protection of trees to improve the beauty and livability of urban environments in the State of Florida.

Pursuant to the aforementioned legislative initiatives, the 2006 Emergency Hurricane Supplemental Urban and Community Forestry Grant Program has solicited applications from local governments in order to provide financial assistance for tree planting, arboricultural practices, and educational programs in urban areas throughout the State of Florida. The Program seeks to provide financial assistance for the development of urban forestry specifically for communities adversely affected the storms occurring in 2005. Communities are encouraged to submit proposals that demonstrate a commitment to replanting trees destroyed by the hurricanes of 2005. In addition, the Program encourages communities to develop plans for the replacement of exotic, over mature, and weak rooted trees with more wind resistant species.

Total grant requests are subject to restrictions based on the severity of the storms and size of each community. Communities with populations greater than 35,000 which received sustained Category 1 or greater hurricane force winds can request no more than \$50,000 for the replacement of trees that were lost or damaged during all 2005 storms combined, including Wilma, Katrina, Denis and Rita.

The City of Miami Beach is requesting a \$50,000 grant from the Urban and Community Forestry Program. The City estimates that over 2,000 trees on City land were destroyed due to Hurricane Wilma alone last year. Grant money will be spent to replace trees that were lost during the 2005 hurricanes.

With the recent hiring of an urban forester, the City of Miami Beach intends to increase the number and improve the quality of trees composing the urban forest. All tree planting and tree work for this grant will be located at the east end of the Julia Tuttle Causeway. This is one of the major gateways to the city and is viewed and enjoyed by thousands of motorists each day.

The City of Miami Beach's 25% match, as required by the grant provisions, will be covered with City funds already spent on replace trees that were destroyed or damaged by the storm.

This project supports the key intended outcome: Improve the City's overall financial health and maintain overall bond rating. In addition, according to the 2005 Miami Beach Community Satisfaction Survey, landscape maintenance in right-of-ways and public areas was one of the key drivers for the overall quality of life for our residents.

CONCLUSION

The Administration requests approval to authorize the City Manager or his designee to enter into an Urban and Community Forestry grant memorandum of agreement with the State of Florida, Department of Agriculture and Consumer Services, Division of Forestry for Funding in an amount not to exceed \$50,000 for funding for the City's tree planting program; further appropriating the grant if approved and accepted by the City; and authorizing the execution of all necessary documents related to this application.

JMG/KGB/JH

T:\AGENDA\2006\jul1206\consent\grantsmemoTREES.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO APPLY FOR A GRANT FROM THE STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN AN AMOUNT NOT TO EXCEED \$50,000, TO REPLACE TREES THAT WERE LOST DURING THE 2005 HURRICANES AND TO SUPPORT THE REMEDIATION OF THE CITY'S URBAN FORESTRY RESOURCES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN URBAN AND COMMUNITY FORESTRY GRANT MEMORANDUM OF AGREEMENT, AND (IF APPLICABLE) A MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY; FURTHER APPROPRIATING THE GRANT IF APPROVED AND ACCEPTED BY THE CITY, AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THIS APPLICATION.

WHEREAS, trees are an important part of our community; and

WHEREAS, the City of Miami Beach has received significant damage to its urban trees as the result of the 2005 hurricanes; and

WHEREAS, the City desires to apply for an Urban and Community Forestry Grant from the State of Florida, Department of Agriculture and Consumer Services, in the amount of \$50,000, which would provide monies to help remediate the impacts of the 2005 hurricanes; and

WHEREAS, if the grant is approved, the Administration would recommend that the City Manager or his designee be authorized to enter into an Urban and Community Forestry Grant Memorandum of Agreement between the City and the Florida Department of Agriculture and Consumer Services.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH that the Mayor and City Commission hereby authorize the City Manager or his designee to apply for a grant from the State of Florida, Department of Agriculture and Consumer Services, in an amount not to exceed \$50,000, to replace trees that were lost during the 2005 hurricanes and to support the remediation of the City's urban forestry resources; further authorizing the City Manager or his designee to enter into an Urban and Community Forestry Grant Memorandum of Agreement, and (if applicable) a Maintenance Memorandum of Agreement between the City and the State of

Florida Department of Agriculture and Consumer Services, Division of Forestry; further appropriating the grant if approved and accepted by the City, and authorizing the execution of all necessary documents related to this application.

PASSED and ADOPTED this _____ day of _____, 2006

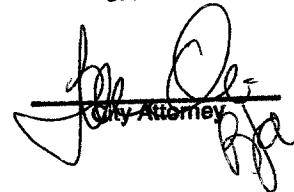
ATTEST:

MAYOR

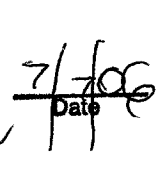
CITY CLERK

T:\AGENDA\2006\jul1206\consent\grantresoTREES.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney



Date 7/7/06

Condensed Title:

A Resolution Authorizing The City Manager Or His Designee Retroactively, To Apply For And Accept The Following Grants: 1) The Florida Department Of Health, Bureau Of Emergency Medical Services (EMS), For FY 2005-06 EMS County Grant Program Funding In The Amount Of \$19,762; And, 2) Florida Department Of State, Cultural Facilities Grant Program, In An Amount Not To Exceed \$500,000 For Funding For The Renovation Of The 10th Street Auditorium.

Key Intended Outcomes Supported:

- 1) Increase Resident Ratings Of Public Safety Services
- 2) Ensure Well Designed Quality Capital Projects

Issue:

Shall The City Support The Above Funding Requests?

Item Summary/Recommendation:

1) The County Receives Funding From The State Department Of Health, Bureau Of Emergency Medical Services (EMS) And Allocates This Funding To Fire Departments In Miami-Dade County For Previously Approved EMS-Related Projects. The City Has Been Allocated FY 06 Funding In The Amount Of \$19,762 Under This Program.

2) The State Cultural Facilities Program Provides Funding For Renovation, Construction, Or Acquisition Of Cultural Facilities. The City Has Submitted An Application For Funding In The Amount Of \$500,000 For The 10th Street Auditorium Under This Program.

Advisory Board Recommendation:

N/A

Financial Information:

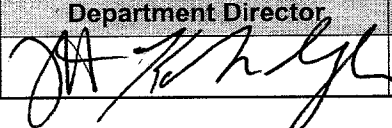

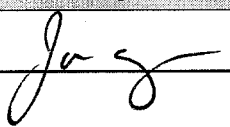
Source Of Funds:	Grant #	Grant Name/Project	Grant Amount	Match Amount/Source
	1	County Emergency Medical Services Grant Program	\$19,762.15	N/A – No Match Required
	2	Cultural Facilities Program – 10 th Street Auditorium	\$500,000	\$1,801,518 – 2003 Parks General Obligation Bond Funds And Miami Dade County Building Better Communities General Obligation Bond Program
	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Judy Hoanshelt, Grants Manager, Office Of Budget And Performance Improvement

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 12, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE RETROACTIVELY TO SUBMIT THE FOLLOWING GRANT FUNDING APPLICATIONS: 1) THE FLORIDA DEPARTMENT OF HEALTH, BUREAU OF EMERGENCY MEDICAL SERVICES (EMS), FOR FY 2005-06 EMS COUNTY GRANT PROGRAM FUNDING IN THE AMOUNT OF \$19,762; AND, 2), FLORIDA DEPARTMENT OF STATE, CULTURAL FACILITIES GRANT PROGRAM, IN AN AMOUNT NOT TO EXCEED \$500,000 FOR FUNDING FOR THE RENOVATION OF THE 10TH STREET AUDITORIUM; FURTHER APPROPRIATING THE GRANTS AND MATCHING FUNDS, IF APPROVED AND ACCEPTED BY THE CITY AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THIS APPLICATION.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

1. Retroactive Approval The Florida Department Of Health, Bureau Of Emergency Medical Services (EMS), For FY 2005-06 EMS County Grant Program Funding In The Amount Of \$19,762.

The Florida Department of Health is authorized by Chapter 401, Part II, Florida Statutes to provide grants to Counties for the purpose of improving and expanding pre-hospital emergency medical services. County grants may be distributed to municipalities and other agencies or organizations involved in the provision of EMS pre-hospital care. Miami-Dade County was awarded funding from the Emergency Medical Services grant in the total amount of \$373,917 for FY06.

The County has distributed the aforementioned grant funds among the following entities, based on the total number of EMS calls per Department in fiscal year 2004:

Miami-Dade County Fire Rescue	\$212,825.82 based on 154,235 (56.92%) of EMS calls
City of Miami Fire Rescue	\$95,285.84 based on 69,094 (25.48%) of EMS calls
City of Miami Beach Fire Rescue	\$19,762.15 based on 14,330 (5.29%) of EMS calls
City of Hialeah Fire Rescue	\$39,364.33 based on 28,544 (10.53%) of EMS calls
City of Coral Gables Fire Rescue	\$5,393.56 based on 3,911 (1.44%) of EMS calls
Village of Key Biscayne Fire Rescue	\$1,285.30 based on 932 (.34%) of EMS calls

EMS calls are defined as all situations found to be EMS related by the responding unit and an EMS patient report has been generated.

Therefore, funding has been allocated to the City in the amount of \$19,762.15 to be used in accordance with the City's work plan, established in June 2002, which includes the following: printing of education material, revision of the EMS protocols, equipment, materials supplies and services, training, training equipment, technical rescue equipment and reference library materials.

Funds cannot be used to supplant or replace any other funding source. No matching funds are required.

This project supports the Key Intended Outcome: Increase Resident Ratings Of Public Safety Services.

2. Retroactive approval to submit a grant application to the State Of Florida, Cultural Facilities Grant Program, in an amount not to exceed \$500,000 for funding for the renovation of the 10th Street Auditorium

The Cultural Facilities Program of the Division of Cultural Affairs, Florida Department of State, was established by the Florida Legislature in 1988 to coordinate and guide the State's support and funding of renovation, construction, or acquisition of cultural facilities.

The maximum funding available for any project in a funding cycle is \$500,000. No project may receive more than \$1.5 million during 5 consecutive state fiscal years. Changes in project scope or venue will not be permitted. All grantees are required to sign a restrictive covenant or purchase a bond to ensure that the facility continues to be used as a cultural facility for a period of 10 years following the grant award. If the facility ceases to be used as a cultural facility during the 10 years following the grant award, the grant funds shall be repaid to the State according to an amortization schedule.

The City has submitted an application for Cultural Facility funding in the amount \$500,000 for the renovation of the 1954, Miami Modern (Mimo) 10th Street Auditorium Facility located on Ocean Drive, Miami Beach. The facility houses the Miami Design Preservation League and has an Art Deco Museum and Interpretive Center and 2 permanent exhibits; it hosts lectures, art displays, films and educational programs. The renovation includes the following: remodel the exhibit space, create storage space or archives, assembly space with lecture/media hall, research library with interactive data base, children's discovery area for educational programs and renovated support facilities.

The grant requires \$2 matching funds (City), for every \$1 State. The City has matching funds in the amount of \$1,801,518 from the 2003 General Obligation Bond Fund, and the Building Better Communities General Obligation Bond for Lummus Park.

This project supports the Key Intended Outcome: Ensure well designed quality capital projects.

CONCLUSION

The Administration requests approval to authorize the City Manager or his designee to retroactively submit the following grant applications: 1) The Florida Department of Health, Bureau of Emergency Medical Services (EMS), for FY 2005-06 EMS County Grant Program funding in the amount of \$19,762; and, 2) State of Florida, Cultural Facilities Grant Program, in an amount not to exceed \$500,000 for funding for the renovation of the 10th Street Auditorium; further appropriating the grants and matching funds, if approved and accepted by the city and authorizing the execution of all necessary documents related to these applications.

JMG/KB/JH

T:\AGENDA\2006\jul1206\consent\Grants Memo .doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RETROACTIVELY AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT THE FOLLOWING GRANT FUNDING APPLICATIONS: 1) THE FLORIDA DEPARTMENT OF HEALTH, BUREAU OF EMERGENCY MEDICAL SERVICES, FOR FISCAL YEAR 2005-06 EMERGENCY MEDICAL SERVICES (EMS) COUNTY GRANT PROGRAM FUNDING, IN THE AMOUNT OF \$19,762; AND 2) FLORIDA DEPARTMENT OF STATE, CULTURAL FACILITIES GRANT PROGRAM, IN AN AMOUNT NOT TO EXCEED \$500,000, FOR FUNDING FOR THE RENOVATION OF THE 10TH STREET AUDITORIUM; FURTHER APPROPRIATING THE GRANTS AND MATCHING FUNDS, IF APPROVED AND ACCEPTED BY THE CITY MANAGER; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THIS APPLICATION.

WHEREAS, the Florida Department of Health is authorized by Chapter 401, Florida Statutes to provide grants to counties for the purpose of improving and expanding pre-hospital emergency medical services (EMS); the county grants may be distributed to municipalities and other agencies or organizations involved in the provision of EMS pre-hospital care; and

WHEREAS, Miami-Dade County was awarded funding from an EMS grant, in the total amount of \$373,917, for Fiscal Year (FY) 2005-06; and

WHEREAS, the County distributes the aforementioned grant funds among various fire departments throughout the County (based on the total number of EMS calls per department in Fiscal Year (FY) 2004), and the proposed allocation for the Miami Beach Fire Rescue Department is \$19,762.15 (based on 14,330 EMS calls in FY 2004); and

WHEREAS, the funding is to be used in accordance with the City's work plan, established in June 2002; and

WHEREAS, no matching funds are required; and

WHEREAS, this project supports the key intended outcome: increase resident ratings of public safety services; and

WHEREAS, retroactive approval is required for submittal of a grant application to the Florida Department of Health, Bureau of Emergency Medical Services (EMS), for the FY 2005-06 EMS County Grant Program, in the amount of \$19,762; and

WHEREAS the Cultural Facilities Program of the Division of Cultural Affairs, Florida Department of State, was established by the Florida Legislature in 1988 to coordinate and guide the State's support and funding of renovation, construction, or acquisition of cultural facilities; and

WHEREAS, the City has submitted an application for Cultural Facility funding, in the amount \$500,000, for the renovation of the 10th Street Auditorium facility located on Ocean Drive; and

WHEREAS, the grant requires \$2 matching funds (City), for every \$1 from the State, and the City has matching funds, in the amount of \$1,801,518, available from the 2003 General Obligation Bond Fund, and the Building Better Communities General Obligation Bond for Lummus Park; and

WHEREAS, this project supports the key intended outcome: ensure well designed quality capital projects; and

WHEREAS, all grantees are required to sign a restrictive covenant or purchase a bond to ensure that the facility continues to be used as a cultural facility for a period of ten (10) years following the grant award; and

WHEREAS, retroactive approval is requested for the submittal of the grant application to the State of Florida, Cultural Facilities Grant Program, in an amount not to exceed \$500,000, for funding for the renovation of the 10th Street Auditorium.

NOW THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH that the Mayor and City Commission hereby authorize the City Manager or his designee to submit the following grant applications: 1) The Florida Department of Health, Bureau of Emergency Medical Services, for Fiscal Year 2005-06 Emergency Medical Services (EMS) County Grant Program funding, in the amount of \$19,762; and 2) State of Florida, Cultural Facilities Grant Program, in an amount not to exceed \$500,000, for funding for the renovation of the 10th Street Auditorium; further appropriating the grants and matching funds, if approved and accepted by the City Manager; and authorizing the execution of all necessary documents related to these applications.

PASSED and ADOPTED this _____ day of _____, 2006

ATTEST:

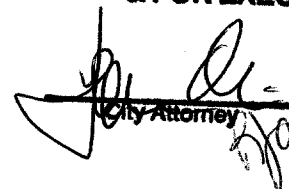
MAYOR

CITY CLERK

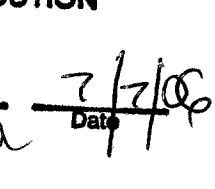
JMG/KB/JH

T:\AGENDA\2006\jul1206\consent\Grants Memo .doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney



Date 7/2/06

THIS PAGE INTENTIONALLY LEFT BLANK

Condensed Title:

Accept the City Manager's Recommendation Pertaining to the Ranking of Proposals, Pursuant to Request for Proposals No. 14-05/06, For Investigative and Adjusting Services for selected Tort Liability and Workers' Compensation Claims.

Key Intended Outcome Supported:

Improve the City's overall financial health and maintain overall bond rating.

Issue:

Shall the City Commission approve the City Manager's recommendation to accept the ranking of proposals, authorize negotiations, and authorize the execution of a contract(s) upon successful negotiations?

Item Summary/Recommendation:

On February 8, 2006, the Mayor and City Commission authorized the issuance of Request for Proposals (RFP) No. 14-05/06 for Investigative and Adjusting Services for selected Tort Liability and Workers' Compensation Claims.

RFP No. 14-05/06 was issued on February 23, 2006 with an opening date of March 29, 2006. A pre-proposal submission meeting to provide information to prospective firms was held on March 7, 2006. BidNet issued bid notices to fifty-six (56) prospective proposers, and the Procurement Division notified an additional fourteen (14) firms resulting in six (6) proposers requesting the RFP document, which resulted in the receipt of the following two (2) proposals from:

- Horizon Investigations, Inc. ("Horizon")
- Johns Eastern Company, Inc. ("Johns Eastern")

The City Manager via Letter to Commission (LTC) No. 091-2006, appointed an Evaluation Committee ("the Committee") that convened on June 13, 2006 to listen to presentations from Horizon Investigations, Inc. and Johns Eastern Company, Inc, with a Question and Answer session following each presentation.

At the conclusion of the Presentations and Question and Answer sessions, the Committee voted unanimously to recommend Horizon Investigations, Inc. as the top-ranked Firm (Primary) and Johns Eastern Company, Inc. as the second-ranked Firm (Secondary); and further authorize the Mayor and City Clerk to execute contract(s) upon completion of successful negotiations.

ADOPT THE RESOLUTION**Advisory Board Recommendation:**

N/A

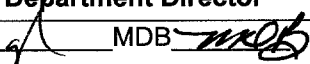
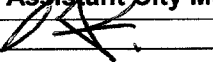
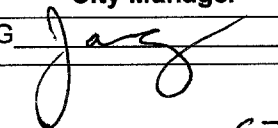
Financial Information:

Source of Funds:	Amount	Account	Approved
1	\$57,000	540.1790.000312	
2			
3			
4			
Total	\$57,000		

Financial Impact Summary:**City Clerk's Office Legislative Tracking:**

Gus Lopez, ext. 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL  MDB	RI 	JMG 

T:\AGENDA\2006\jul1206\consent\RFP-14-05-06\InvestigativeServicesSummary.doc



MIAMI BEACH



COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 12, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS RECEIVED PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 14-05/06, FOR INVESTIGATIVE AND ADJUSTING SERVICES FOR SELECTED TORT LIABILITY AND WORKERS' COMPENSATION CLAIMS; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED FIRM OF HORIZON INVESTIGATIONS, INC. (PRIMARY) AND THE SECOND-RANKED FIRM OF JOHNS EASTERN COMPANY, INC. (SECONDARY); AND FURTHER AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE CONTRACT(S) WITH THE PRIMARY AND SECONDARY FIRM UPON COMPLETION OF SUCCESSFUL NEGOTIATIONS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The City of Miami Beach requires the services of one to two experienced firms to provide Investigative (surveillance related) and adjusting services for selected tort liability and workers' compensation claims. The City of Miami Beach is self-insured for both tort liability claims and workers' compensation claims. This RFP does not include the Administration of the City's Workers' Compensation program which is under separate contract.

Investigative Services and Adjusting Services are a very important part of the City's self-insured Tort Liability and Workers' Compensation program. These services help to minimize fraudulent claims and protect the assets of the City. The Mayor and City Commission previously authorized the City on May 29, 2002 to contract for this service. The current contract expired on May 29, 2006, however it has been extended until the new contract is executed.

It is the intent of this RFP to use the "Best Value" Procurement process to select a firm(s) with the experience and qualifications; the ability; capability, and capacity; and proven past successful performance in providing high quality investigative and adjusting services for selected tort liability claims and workers' compensation claims.

ANALYSIS (Cont.)

This contract will be for a period of one (1) year upon the date of execution. The City of Miami Beach has the option to renew the contract at its sole discretion for an additional four (4) year period on a year-to-year basis. Renewal of the contract is a City of Miami Beach prerogative, not a right of the contractor. Such option will be exercised, if at all, only when it is in the best interest of the City of Miami Beach.

In the event that the contract is held over beyond the term herein provided it shall only be from a month-to-month basis only and shall not constitute an implied renewal of the contract. Said month to month extension shall be upon the same terms of the contract and at the compensation and payment provided herein, and shall not exceed six (6) months.

SCOPE OF SERVICES:

- * Provide Surveillance of the claimant for selected Tort Liability and Workers' Compensation Claims.
- * Provide Activity Checks of the claimant for selected Tort Liability and Workers' Compensation Claims.
- * Provide "Research and Background Investigations" of claimants for selected Tort and Workers' Compensation Claims.
- * Provide complete investigative and adjusting services for selected Tort Liability Claims.
- * Other related services as requested.
- * Submit a written report with appropriate documentation at the conclusion of each assignment to the Risk Management Division. The report must contain the following minimum information:
 - * Identify the claimant investigated and provide a written comprehensive report indicating activity performed, summary, and recommendations.
 - * Provide written background results, surveillance tapes/DVD, and photos.
 - * Invoice for type of activity and length of activity identifying total amount due.

ANALYSIS (Cont.)

MINIMUM REQUIREMENTS / QUALIFICATIONS:

- * Must possess a class "A" license issued by the State of Florida. Investigators must possess a "C" or "CC" license.
- * Must possess an "Appointment" as an Adjusting Agency for All-Lines Insurance Claims by the State of Florida.
- * Must have a minimum of ten (10) years verifiable experience.
- * Must be located and locally managed within sixty (60) miles from the City limits of Miami Beach.

On February 8, 2006, the Mayor and City Commission authorized the issuance of Request for Proposals (RFP) No. 14-05/06, to obtain services of one or two firms under the "Best Value" Procurement process, with the experience and qualifications; the ability; capability, and capacity; and proven past successful performance in providing high quality investigative (surveillance related) and adjusting services for selected tort liability and workers' compensation claims.

RFP No. 14-05/06 was issued on February 23, 2006 with an opening date of March 29, 2006. A pre-proposal submission meeting to provide information to prospective firms was held on March 7, 2006. BidNet issued bid notices to fifty-six (56) prospective proposers, and the Procurement Division notified an additional fourteen (14) firms resulting in six (6) proposers requesting the RFP document, which resulted in the receipt of the following two (2) proposals from:

- Horizon Investigations, Inc. ("Horizon")
- Johns Eastern Company, Inc. ("Johns Eastern")

The City Manager via Letter to Commission (LTC) No. 091-2006, appointed an Evaluation Committee ("the Committee") consisting of the following individuals:

- Clifton Leonard, Risk Manager, City of Miami Beach (Chair);
- Judy Weinstein, First Assistant City Attorney, City of Miami Beach;
- Saul Frances, Parking Director, City of Miami Beach;
- Chuck Garabedian, Police Captain, City of Miami Beach;
- Michael Alvarez, Public Works Assistant Director, City of Miami Beach

On June 13, 2006 the initial Evaluation Committee ("the Committee") meeting convened. The Committee was provided information on the scope of services by Clifton Leonard, Risk Manager, City of Miami Beach, and staff from the Procurement Division.

Both firms that submitted proposals provided a presentation relative to their proposal submittal, with a Question and Answer session following each presentation.

ANALYSIS (Cont.)

Additionally, the Committee discussed the following Evaluation Criteria, which was used to evaluate and rank the Firms proposals:

- A. Experience and qualifications of the Firm (20 points);
- B. Experience and qualifications of the Key Personnel (20 points);
- C. Risk Assessment Plan for ensuring quality of work (10 points);
- D. Past Performance based on number and quality of the Performance Evaluation Surveys (10 points)
- E. Cost (40 points)

At the conclusion of the presentations and Question and Answer sessions, the Committee voted unanimously to recommend Horizon Investigations, Inc. as the top-ranked Firm (Primary) and Johns Eastern Company, Inc. as the second-ranked Firm (Secondary). Both Firms were scored relatively the same in each of the above evaluation criteria except for "Cost", whereby Horizon proposed a significantly lower cost/fee to the City for the required scope of services.

Committee Member	Horizon Investigations, Inc.	Johns Eastern Company, Inc.
Clifton Leonard	100 (1)	70 (2)
Judy Weinstein	100 (1)	68 (2)
Saul Frances	93 (1)	75 (2)
Chuck Garabedian	98 (1)	71 (2)
Michael Alvarez	97 (1)	81 (2)

Horizon:

Horizon is a well established investigative company being licensed by the State of Florida as an investigative agency since 1985. Horizon has provided their services to major insurance companies, corporations, municipalities, and law firms. They possess a Florida Class A, Private Investigative Agency License, and all investigators employed by Horizon possess either a Florida Class C (Private Investigator) or Class CC (Private Investigator Intern) license. Mr. Goldwich, President of the Firm has been licensed as an Independent All-Lines Adjuster since 1985.

Horizon conducts an average of over 600 surveillance cases and over 300 non-surveillance investigations per year. This equals to over 12,000 surveillance cases and over 5,000 general investigative assignments over their 21 year history. Horizon has provided these services as the Primary Firm to the City of Miami Beach the last ten years in an outstanding manner, at a fair and reasonable price, and all Performance Evaluation Surveys received from Horizon clients indicate that they provide excellent services.

ANALYSIS (Cont.)

FEES:

Horizon has proposed an hourly billing rate of \$40 for all investigative services for Workers' Compensation and Tort Liability claims, and an hourly billing rate of \$20 for all adjusting services for Workers' Compensation and Tort Liability claims. Based on an annual estimate of 1400 hours at \$40 per hour, the estimated annual amount for investigative services is \$56,000, and 50 hours at \$20 per hour, the estimated annual amount for adjusting services is \$1,000, for an estimated annual total of **\$57,000**. These fees are subject to negotiations.

Johns Eastern:

Johns Eastern was founded in 1946. Johns Eastern provides services to the insurance industry, large governmental and corporate entities. They provide individual claim adjustments, full or partial investigations of all property and casualty lines throughout the eastern seaboard. They will be providing all adjusting services from their field office located in Miami, Florida. Johns Eastern has teamed with RSight, Inc. who will be providing the investigative services. RSight was founded in 1999, and has grown to become one of Florida's largest investigative firms, handling approximately 5,000 different surveillance investigations a year. RSight possess a Florida Class A, Private Investigative Agency License, and all investigators employed by RSight possess either a Florida Class C (Private Investigator) or Class CC (Private Investigator Intern) license. Johns Eastern provides two (2) employees that possess the required All-Lines Adjuster licenses.

Johns Eastern has provided these services as the Secondary Firm to the City of Miami Beach the last ten years in an outstanding manner, at a fair and reasonable price, and all Performance Evaluation Surveys received from Johns Eastern clients indicate that they provide excellent services.

FEES:

Johns Eastern has proposed an hourly billing rate of \$105 for all adjusting services for Workers' Compensation and Tort Liability claims and RSight has proposed an hourly billing rate of \$61.25 for all investigative services for Workers' Compensation and Tort Liability claims. Based on an annual estimate of 1400 hours at \$61.25 per hour, the estimated annual amount for investigative services is \$85,750, and 50 hours at \$105 per hour, the estimated annual amount for adjusting services is \$5,250, for an estimated annual total of **\$91,000**. These fees are subject to negotiations.

CONCLUSION

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida accepting the recommendation of the City Manager pertaining the ranking of proposals received pursuant to Request for Proposals (RFP) No. 14-04/05, for Investigative and Adjusting Services for selected Tort Liability and Workers' Compensation Claims; Authorizing the Administration to enter into negotiations with the top-ranked Firm of Horizon Investigations, Inc. (Primary) and the second-ranked Firm of Johns Eastern Company, Inc. (Secondary); and further authorize the Mayor and City Clerk to execute contract(s) upon completion of successful negotiations.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 14-05/06, FOR INVESTIGATIVE AND ADJUSTING SERVICES FOR SELECTED TORT LIABILITY AND WORKERS' COMPENSATION CLAIMS; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED FIRM OF HORIZON INVESTIGATIONS, INC. (PRIMARY) AND THE SECOND-RANKED FIRM OF JOHNS EASTERN COMPANY, INC. (SECONDARY); AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE CONTRACT(S) WITH THE PRIMARY AND SECONDARY FIRM UPON COMPLETION OF SUCCESSFUL NEGOTIATIONS.

WHEREAS, on February 8, 2006, the Mayor and City Commission authorized the issuance of Request for Proposals (RFP) No. 14-05/06 for investigative (surveillance related) and adjusting services for selected tort liability and Workers' Compensation claims; and

WHEREAS, RFP No. 14-05/06 was issued on February 23, 2006, with an opening date of March 29, 2006; and

WHEREAS, a pre-proposal submission meeting to provide information to firms submitting a proposal was held on March 7, 2006; and

WHEREAS, BidNet issued bid notices to fifty-six (56) prospective proposers, resulting in six (6) proposers requesting the RFP document; and

WHEREAS, proposals were received from Horizon Investigations, Inc. and Johns Eastern Company, Inc.; and

WHEREAS, the City Manager via Letter to Commission (LTC) No. 091-2006, appointed an Evaluation Committee ("the Committee") consisting of the following individuals:

- Clifton Leonard, Risk Manager, City of Miami Beach (Chair);
- Judy Weinstein, First Assistant City Attorney, City of Miami Beach;
- Saul Frances, Parking Director, City of Miami Beach;
- Chuck Garabedian, Police Captain, City of Miami Beach;
- Michael Alvarez, Public works Assistant Director, City of Miami Beach; and

WHEREAS, the Committee convened on June 13, 2006; and

WHEREAS, both firms provided a presentation relative to their proposal submittal, with a question and answer session following each presentation; and

WHEREAS, at the conclusion of the presentations and question and answer session, the Committee unanimously recommended that Horizon Investigations, Inc. be recommended as the primary firm, and that Johns Eastern Company, Inc. be recommended as the secondary firm; and

WHEREAS, the City Manager concurs with the Committee's recommendation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the City Manger pertaining to the ranking of proposals, pursuant to Request for Proposals (RPF) No. 14-05/06, for Investigative and Adjusting Services for selected Tort Liability and Workers' Compensation Claims; authorizing the Administration to enter into negotiations with the top-ranked firm of Horizon Investigations, Inc. (Primary) and the second-ranked firm of Johns Eastern Company, Inc. (Secondary); and further authorizing the Mayor and City Clerk to execute contract(s) with the Primary and Secondary firms upon completion of successful negotiations.

PASSED AND ADOPTED THIS _____ DAY OF _____ 2006.

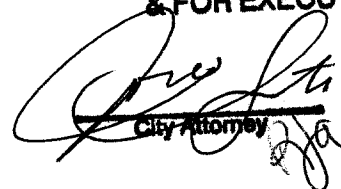
ATTEST:

CITY CLERK

MAYOR

T:\AGENDA\2006\jul1206\consent\RFP-14-05-06InvestigativeServicesResolution.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

7/6/06

Date

THIS PAGE INTENTIONALLY LEFT BLANK

Condensed Title:

Purchase of the Onesign SSO/APG Imprivata solution.

Key Intended Outcome Supported:

Improved process through Information Technology

Issue:

Shall the City Commission authorize the sole source purchase of the Onesign Single Sign On device from Imprivata Corporation?

Item Summary/Recommendation:

As a result of the IT department's ongoing effort to harden and secure the Cities network infrastructure, they have evaluated several products that provide for enhanced security in the areas of strong password usage and single sign-on (SSO) capabilities for enterprise applications, and determined that the Imprivata Onesign SSO/APG offering was the most robust with regards to scalability and availability.

The Imprivata® OneSign™ solution is an enterprise class SSO (*Single Sign-On*) appliance that will assist the City of Miami Beach in effectively solving both secure password management and user access issues.

Using proprietary technology, OneSign will enable the City to have a more secure, seamless SSO to all applications, eliminating the need for customized scripting or integration. With OneSign, password policy implementation will be automated, simplifying security compliance with built in monitoring and reporting for all user application access activities. The OneSign solution is also capable of integration with multiple authentication methods such as strong passwords, ID tokens and potentially finger biometrics.

The Administration recommends that the Mayor and City Commission adopt the attached resolution, approving the sole source purchase of the OneSign SSO/APG Secure Appliance Device from Imprivata, the owner of the copyrighted hardware designed specifically to handle the strong password management and single sign-on capability for the City IT infrastructure.

Advisory Board Recommendation:

N/A

Financial Information:

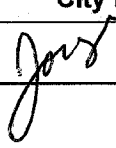
Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 50px; height: 50px; margin-bottom: 5px;"></div> OBPI	1	\$89,368	550-0640-000674	
	2			
	3			
	4			
	Total			

Financial Impact Summary:
The purchase of this product is being funded by Technology fund dollars that have been made available in the IT department's capital account.

City Clerk's Office Legislative Tracking:

Gladys Acosta, Information Technology Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

T:\AGENDA\2006\jul1206\consent\Imprivata Commission Summaryrev1.doc



MIAMI BEACH



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 12, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING PURSUANT TO SECTION 2-367(D) OF THE MIAMI BEACH CITY CODE, THE SOLE SOURCE PURCHASE OF THE ONESIGN SINGLE SIGN-ON DEVICE FROM IMPRIVATA, THE OWNER OF THE COPYRIGHTED DEVICE DESIGNED SPECIFICALLY TO HANDLE SINGLE SIGN-ON TO THE CITY'S NETWORK AND APPLICATIONS WITH IMPROVED STRONG PASSWORD SECURITY, IN THE AMOUNT OF \$89,368.**

ADMINISTRATIVE RECOMMENDATION

Adopt the Resolution.

FUNDING

\$89,368 Funding is available from Information and Technology 550-0640-000674 Capital Account.

ANALYSIS

As a result of the IT department's ongoing effort to harden and secure the Cities network infrastructure, I.T. Staff evaluated several products that provide for an enhanced level of security in the areas of strong password usage and single sign-on (SSO) capabilities for enterprise applications, and determined that the Imprivata Onesign SSO/APG offering was the most robust with regards to scalability and availability. The Imprivata® OneSign™ solution is an enterprise class SSO (*Single Sign-On*) appliance that will assist the City of Miami Beach in effectively solving both secure password management and user access issues. Using proprietary technology, OneSign will enable the City to have a more secure, seamless SSO to all applications, eliminating the need for customized scripting or integration. With OneSign, password policy implementation will be automated, simplifying security compliance with built in monitoring and reporting for all user application access activities. The OneSign solution is also capable of integration with multiple authentication methods such as strong passwords, ID tokens and potentially finger biometrics.

As the City of Miami Beach organization grows, or the number of users increases, subsequent OneSign appliances could potentially be plugged in to the network (*if required*) for distributed SSO enablement. This essentially equates to a solution that is both functional and scalable. Net benefits to the City include increased employee productivity and enhanced password security across the enterprise. Additionally, ongoing management and administrative overhead is minimal; OneSign runs virtually maintenance-free, and software

updates are simple to deploy. Shipped in a secure redundant pair configuration for availability, the OneSign appliance provides seamless, synchronized back-up and hot failover. This combination of technology and packaging innovation offers an alternative to older, more intrusive SSO approaches that have proven unwieldy, time-consuming, and cost-prohibitive to implement and maintain in the long run. The OneSign appliance will allow the City to potentially benefit from an increased level of security and secure single sign-on to all enterprise applications; whether they are legacy, client-server or Web-based.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the attached resolution, approving the sole source purchase of the OneSign SSO/APG Secure Appliance Device from Imprivata, the owner of the copyrighted hardware designed specifically to handle the strong password management and single sign-on capability for the City IT infrastructure, in the estimated amount of \$89,368.00 which equates to approximately a 50% discount off of normal list pricing.

T:\AGENDA\2006\jul1206\consent\Imprivata CM - 26JUN2006rev1.doc



June 16, 2006

Gladys Acosta
Miami Beach IT Department
Miami Beach, FL 33140

Ms. Acosta,

Imprivata is the only vendor that provides an appliance-based Single Sign-on solution, designed for public and private industries, to simplify application access and improve password security. This software program is called OneSign.

OneSign's specific capabilities include:

- Linux-based appliance
- Does not modify or extend Directory schema
- Non-scripting approach to enable applications for Single Sign-on
- Automated login to applications for users
- Self-Service Network Password Reset
- Enforce Strong Password Policies
- Audit, Reporting, and Logging
- No change to end-user network login process

OneSign's unique Application Profile Generator (OneSign APG™) technology eliminates the expensive, time-consuming task of having to develop custom scripts or modify application code in order to SSO-enable applications. The OneSign APG provides a simple, secure mechanism for automating the single sign-on of enrolled users to ALL enterprise applications - out of the box. Multiple passwords and application logon events are replaced with a single, secure centrally managed user logon, significantly reducing the internal IT burden and password-related risk while maximizing users' productivity. OneSign dynamically distributes updates without needless interruption or network downtime - no administrative intervention is required. Technology innovation with the OneSign APG makes the process of managing SSO applications easy. Using breakthrough technology, the OneSign appliance provides an easy, smart and affordable solution for organizations that need to quickly and effectively solve password management and security issues. Our product helps all size organizations rapidly realize the benefit of increased productivity and reduced cost from secure single sign-on to all enterprise applications; whether they are legacy, client-server or Web-based.

Some OneSign Government Customers are:

- Arnold Air Force Base
- Fairchild Air Force Base
- Collin County in TX
- Probation, Pardon and Parole of South Carolina
- Maryland Department of Transportation Ensures implementation of fair and consistent hiring practices

Sincerely,

A handwritten signature in dark ink, appearing to read 'Peter Luscko'.

Peter Luscko
Territory Manager
Imprivata



Executive Summary

Imprivata® OneSign™ is an easy, smart and affordable enterprise SSO appliance that helps organizations quickly and effectively solve password management and user access issues.

Using breakthrough technology, OneSign enables secure, seamless SSO to all applications, eliminating the burden and expense associated with customized scripting or integration.

With OneSign, password policy implementation is automated, simplifying compliance with built in monitoring and reporting for all user application access activities. Effortless integration with authentication methods such as strong passwords, ID tokens and finger biometrics leverages and extends existing security investments.

As organizations grow, or the number of users increases, subsequent OneSign appliances can be plugged in to the network for distributed SSO enablement. Net benefits to customers include dramatically reduced costs, increased employee productivity and enhanced password security.

Today, Imprivata's OneSign solution helps customers from a broad range of industries rapidly gain increased productivity and reduced costs from secure single sign-on to all enterprise applications – legacy, client-server or Web-based.

1. Breakthrough Technology

Breakthrough technology provides the foundation for our high functionality/low cost value proposition. OneSign's unique Application Profile Generator (OneSign APG™) technology eliminates the expensive, time-consuming task of having to develop custom scripts or modify application code in order to SSO-enable applications.

The OneSign APG provides a simple, secure mechanism for automating the single sign-on of enrolled users to ALL enterprise applications - out of the box. Multiple passwords and application logon events are replaced with a single, secure centrally managed user logon, significantly reducing the internal IT burden and password-related risk while maximizing users' productivity.

OneSign dynamically distributes updates without needless interruption or network downtime – no administrative intervention is required. Technology innovation with the OneSign APG makes the process of managing SSO applications easy.



2. Easy to Use and Manage Solution

Integrating Imprivata OneSign with your environment is quick and painless. Product installation including set up, configuration, and deployment is accomplished in just a few short days. Once installed, powerful technology takes over to intuitively manage SSO application enablement and the user authentication process.

Ongoing management and administrative overhead is minimal; OneSign runs virtually maintenance-free, and software updates are simple to deploy. Shipped in a secure redundant pair configuration, the OneSign appliance provides seamless, synchronized back up and hot failover. This combination of technology and packaging innovation offers a long-awaited alternative to older, more intrusive SSO approaches that have proven unwieldy, time-consuming, and cost-prohibitive to implement.

III. OneSign Key Benefits

Using breakthrough technology, the OneSign appliance provides an easy, smart and affordable solution for organizations that need to quickly and effectively solve password management and security issues. Our product helps all size organizations rapidly realize the benefit of increased productivity and reduced cost from secure single sign-on to all enterprise applications; whether they are legacy, client-server or Web-based.

1. Radically Easy

Implementing and managing OneSign in your environment is extremely fast and simple. Our intelligent APG technology does all of the work required to SSO-enable all of your enterprise applications – right out of the box. There are no scripts to write, no connectors to build, and no extensive and expensive custom integration efforts to manage.

OneSign's award-winning user interface is easy to navigate and the fact that users don't have to be re-trained or forced to acclimate to a new desktop environment saves time and money. Automatic updates of SSO agent software simplify deployments without administrative overhead. With OneSign, you get an easy to use, easy to manage enterprise SSO appliance that dramatically reduces IT support overhead and maximizes employee productivity.



Specific examples include:

- SSO-enable ALL applications using drag and drop Application Profile Generator
- Requires no additional scripting (VB) or custom development
- No user training required, no change to user desktop experience
- User convenience with one strong password/token/biometric/smart card/proximity card facilitating access to all apps
- Installation accomplished in 3-5 days

2. Simply Smart

OneSign is a hardened enterprise SSO appliance built on patent pending technology that is smart enough to do the work for you. Our technology automates password policy implementation, configuring support for unique application passwords 'behind-the-scenes' to ensure user protection and minimize the risk of an unauthorized security breach. It is also smart enough to know when new versions, applications or security policies have been added to the server, and automatically handles the updating for you. And it can even recognize multiple users sharing one workstation. Our unique directory-independent approach allows you to import users from other directories and distribute changes to ALL users, regardless of directory.

Built-in monitoring furnishes an accounting of who accessed which applications and when, providing details that can be used to strengthen security and enforce regulatory compliance across all applications. Because OneSign technology enables distributed SSO – secure sessions are tied to the user and not individual machines. With built-in support for strong authentication modalities such as password, ID tokens and finger biometrics, OneSign offers a smart and effective way to leverage existing investments as part of your SSO security policy initiatives. For additional reliability, Imprivata uses a secure redundant pair configuration to provide seamless, synchronized database back up for failover recovery.

Specific examples include:

- APG enables secure and seamless access to ALL applications, without requiring any modifications to existing code.
- Intelligent Agent automatically updates whenever new version, new applications or new security policies are detected on the server
- Client side monitoring and reporting: which users accessed what apps, and when
- Shared workstation supports multiple SSO sessions in shared PC environment
- Support for Telnet and Command line applications
- Support for multiple JVMs



3. Uniquely Affordable

Bottom line savings accrue immediately when you purchase OneSign. Our self-contained Enterprise SSO appliance delivers all of the functionality you need to rapidly implement secure SSO in your organization, regardless of environment or number of users. Breakthrough innovation with APG technology eliminates all of the costly, custom integration work usually required to SSO-enable applications, saving budget and reducing overhead. And when new versions, applications or security policies are added to the server, our Intelligent Self-Updating Agent automatically handles the updates, eliminating any work on your part.

Any changes to policy, applications or user profiles can be administered and transparently applied in a matter of minutes from the administrator's console, so users remain productive. A OneSign purchase provides real return on investment, paying for itself by reducing the costs associated with employee downtime and costly helpdesk intervention. Average installations are completed in 3-5 days and ongoing management is minimal.

Specific examples include:

- Affordable, easy to use and manage ESSO appliance
- APG - requires no additional scripting (VB) or custom development
- Intelligent Self-Updating Agent – requires no additional work when whenever new version, new applications or new security policies are added
- Self-service password management option eliminates costly password reset calls to the helpdesk
- Installation accomplished in 3-5 days



10 Maguire Rd, Suite 210
Lexington, MA 02421

1-877- ONE-SIGN / Fax 781-674-2730

PL0607061600

Proposal Date: June 7, 2006

Provided For: City of Miami Beach
1100 Washington Ave, 4th Floor
Miami Beach, FL 33139

Account Manager: Peter Luscko
(781) 674-2717
cleblanc@imprivata.com

Up to		Users					
Qty	Part No.	Description	Unit Price	Extended Price	Disc \$	Disc%	Total Price
Licenses							
1	OS-01600U-US	OneSign 1600 User Appliance Set#	\$60,800.00	\$60,800.00	\$21,280.00	35.0%	\$39,520.00
1	OS-SSPW-01600U-US	OneSign 1600 User SSPW Management	\$15,200.00	\$15,200.00	\$5,320.00	35.0%	\$9,880.00
TOTAL License Fees				\$76,000.00	\$26,600.00		\$49,400.00
Maintenance							
12	SUPG30-US	OneSign ESSO Annual Gold Maintenance* (Monthly Rate * # Months)	\$1,900.00	\$22,800.00	\$0.00		\$22,800.00
TOTAL Maintenance Fees				\$22,800.00	\$0.00		\$22,800.00
Equipment							
1	OS-STDBY-ALL-U	OneSign Standby Appliance**	\$4,995.00	\$4,995.00	\$0.00		\$4,995.00
12	HDW-STM-FPSC-0001	Upek TouchChip USB Fingerprint Reader (ea)	\$129.00	\$1,548.00	\$0.00		\$1,548.00
TOTAL Equipment Fees				\$6,543.00	\$0.00		\$6,543.00
Services							
5	TR-ONSITE-SVCS-T&E	OneSign On-Site Install per day (including T&E)	\$2,500.00	\$12,500.00	\$1,875.00	15.0%	\$10,625.00
TOTAL Services Fees				\$12,500.00	\$1,875.00		\$10,625.00
Comments							
			Customer Accepted and Agreed	\$117,843.00	\$28,475.00		\$89,368.00
			Name:				
Prices are valid for 30 days from Quote Date.			Title:				
Sales tax (if applicable) and freight to be added.			Phone:				
F.O.B: Origin Payment Terms: Net 30 Days			Date:				
#	Appliance sets include both a Primary and Failover Appliance						
##	Includes T&E, HQ visit expenses are responsibility of the customer						
*	Maintenance must be purchased at time of sale						
**	Only customers with a maintenance contract are eligible to purchase the test and/or cold standby appliance.						

RESOLUTION TO BE SUBMITTED

THIS PAGE INTENTIONALLY LEFT BLANK

Condensed Title:

A Resolution adopting the One-Year Action Plan for Federal Funds for Fiscal Year 2006/07 for the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships Program (HOME).

Key Intended Outcome Supported:

Increase the supply of decent, safe, affordable housing and address high priority community development needs such as critical public services aimed at low and moderate-income persons and households on Miami Beach.

Issue:

Should the City of Miami Beach adopt the One-Year Action Plan and submit to the U.S. Department of Housing and Urban Development (HUD) for approval to receive federal funds; execute the contracts with providers as outlined in the Plan; and authorize the appropriation of funds when received?

Item Summary/Recommendation:

For FY 2006/07, the City expects to receive a total of \$2,966,433 in federal grants from HUD as follows: \$1,798,808 in CDBG Program funds and \$1,167,625 in HOME funds. In addition, \$97,280 in prior year unspent CDBG funds are being reprogrammed for projects in FY 2006/07, for a total allocation of \$3,063,713. Thirty-nine written proposals were reviewed by the Administration and CDAC and ranked according to their impact on the Consolidated Plan, project description, specific goals, budget analysis, and leveraging of funds.

As a HUD requirement to receive HUD funds, the City must submit an annual action plan which outlines its housing and non-housing community development needs, priorities, and proposed uses of funds for the ensuing program year, FY 2006/07. The City's Action Plan follows the strategies outlined in the Five-Year Consolidated Plan approved by the City Commission on July 30, 2003.

In preparing the Action Plan, the Administration worked with the Community Development Advisory Committee (CDAC), and the community in order to identify community development and housing needs in Miami Beach. The Action Plan is the culmination of a citizen participation process that included residents, community-based organizations, CDAC, staff and the Administration.

Advisory Board Recommendation:

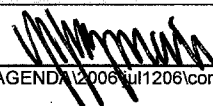
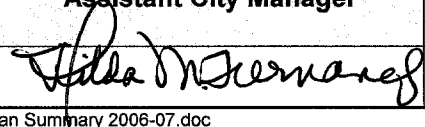
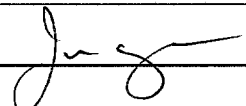
On May 16, 2006, the Community Development Advisory Committee met with the City Manager and unanimously approved the 2006/07 One-Year Action Plan.

Financial Information:

Source of Funds:	Amount	Account	Approved
1	\$1,798,808	CDBG Account TBD	
2	\$ 97,280	135.8000.331591	
3	\$1,167,625	HOME Account TBD	
4			
Total	\$3,063,713		

Financial Impact Summary:**City Clerk's Office Legislative Tracking:**

Vivian P. Guzmán

Sign-Offs: Department Director	Assistant City Manager	City Manager
		

T:\AGENDA\2006Jul1206\consent\CDBG Action Plan Summary 2006-07.doc



MIAMIBEACH

AGENDA ITEM 27M
DATE 7-12-06



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 12, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE CITY'S ONE-YEAR ACTION PLAN FOR FEDERAL FUNDS FOR FISCAL YEAR 2006/07, WHICH INCLUDES THE BUDGETS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND THE HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM; AUTHORIZING THE CITY MANAGER TO MAKE MINOR NON-SUBSTANTIVE CHANGES TO THE ONE-YEAR ACTION PLAN OR RESULTING AGREEMENTS BEFORE EXECUTION WHICH MAY BE IDENTIFIED DURING THE FINALIZATION AND/OR REVIEW PROCESS, AND WHICH DO NOT AFFECT THE PURPOSE, SCOPE, APPROVED BUDGET AND/OR INTENT OF THE PLAN; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL APPLICABLE DOCUMENTS AND SUBMIT THE ONE-YEAR ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS WITH PROVIDERS OF ACTIVITIES AS FOLLOWS; TWENTY-FIVE (25) CDBG SUBRECIPIENT AGREEMENTS; AND AUTHORIZING THE APPROPRIATION OF ALL FEDERAL FUNDS WHEN RECEIVED.**

ADMINISTRATION RECOMMENDATION

Approve the adoption of the City's one-year Action Plan for Federal Funds.

FUNDING

\$1,798,808	FY 2006/07 – Community Development Block Grant Entitlement funds (Expected)
\$ 97,280	FY 2004/05 – Prior Year Community Development Block Grant reprogrammed funds
\$1,896,088	FY 2006/07 – Total Community Development Block Grant funds

\$1,167,625	FY 2006/07 – Total HOME Investment Partnerships Program (Expected)
-------------	--

ANALYSIS

Each year, the City of Miami Beach receives federal entitlement funds from the United States Department of Housing and Urban Development (HUD) from the Community Development Block Grant (CDBG) program and the HOME Investment Partnerships Program (HOME).

For fiscal year 2006/07, the City expects to receive a total of \$2,966,433 in federal grants from HUD as follows: \$1,798,808 in CDBG program funds and \$1,167,625 in HOME funds. In addition, \$97,280 in prior year unspent CDBG funds are being reprogrammed for projects in fiscal year 2006/07.

The Action Plan follows the strategies outlined in the Five-Year Consolidated Plan that was approved by the City Commission via Resolution 2003-25304 on July 30, 2003 and is valid through FY 2007/08.

For 32 years, the City has used CDBG funds to assist low and moderate-income residents by providing affordable housing, and improving park and recreational facilities, youth centers, and senior centers. Funding has also supported a multitude of agencies that provide vital public services, such as childcare, home delivered meals to the elderly and those with HIV/AIDS, youth activities, homeless services, and employment training.

In preparing the One-Year Action Plan for FY 2006/07, the Administration followed all applicable HUD rules and guidelines. On February 2, 2006, the Administration issued a Request for Proposals for FY 2006/07 funds with a submission deadline of March 3, 2006. A pre-development public hearing was held on March 21, 2006 (see comments received in Exhibit 2). On May 16, 2006, the Administration met with the members of the Community Development Advisory Committee (CDAC) to discuss funding recommendations and proposed CDBG activities for the FY 2006/07 Action Plan, which are detailed in Exhibit 1.

Most of the activities described in the One-Year Action Plan will take place in HUD designated community development target areas which contain census tract/block groups that have greater than 51% of households with incomes at or below 80% of the median income and continue to be a priority for allocation of CDBG resources. A draft of this Plan was made available to the public for a 30-day comment period commencing June 8, 2006 and ending July 8, 2006. A public hearing to hear public comments was held on June 13, 2006 (see comments received in Exhibit 2).

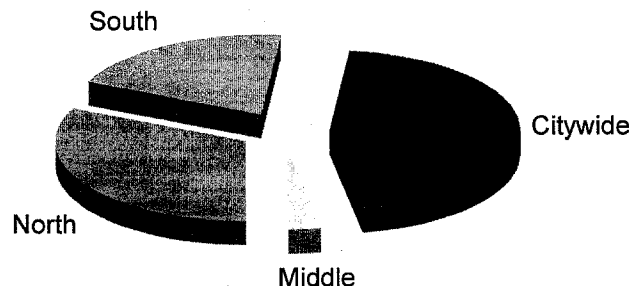
The City received 39 proposals for the CDBG program. All written proposals submitted in response to the CDBG Request for Proposals were thoroughly reviewed by both the Administration and CDAC. The following factors were taken into consideration when determining funding awards: the level of impact according to the Consolidated Plan; project description of activities; attainment of quantifiable goals; budget analysis; and the organization's ability to leverage additional non-CDBG sources of funding for project activities. All agencies who submitted responsive proposals were asked to make project presentations before the CDAC and Administration. The presentations were followed by a question and answer session which allowed the CDAC members and City staff the opportunity to learn additional information about the agencies and their respective programs. All of this information is utilized to rank and make appropriate funding recommendations which form the basis of the FY 2006/07 Action Plan, which are detailed in Exhibit 1. Requests from agencies and City set asides for funding totaled \$5,379,296, while the total entitlement amount of CDBG funds available, including reprogrammed funds, is only \$1,896,088. In addition, the CDBG entitlement decreased from \$2,002,924 to \$1,798,808, which represents a 10% decrease from FY 2005/06 to FY 2006/07. The total dollar amount of requests by the agencies was far more than the amount of funds available for distribution. The difference between the amount of funds awarded and the dollar amount of requests was a gap of \$3,980,052. In order to effectively implement and monitor the CDBG program, \$496,844 was allocated for administrative and operational expenses; the set-aside for administrative and operational expenses is consistent with HUD guidelines for administrative related expenses. The amount available for public services, capital improvements, housing and other community development activities was \$1,399,244.

Sixteen (16) agencies, providing a total of twenty-seven (27) activities, are being recommended for funding. Of these, all of the thirteen (13) agencies funded last year are being recommended for funding this year. Three (3) agencies are new to the CDBG program. The first agency is Prime Time Seniors, which provides recreational and social activities to income eligible elderly residents of Miami Beach. Prime Time Seniors was granted General Fund money last year for this program, but has never received CDBG funds from the City. This agency has been recommended to receive \$2,500.

The second agency is American Veteran News, which proposes to provide free food to homeless or at-risk of becoming homeless families. This agency has been recommended to receive \$5,000. The third agency is ASPIRA of South Florida. ASPIRA proposes to provide youth leadership training and parent skills training to income eligible Hispanic families in Miami Beach. This agency has been recommended to receive \$2,500.

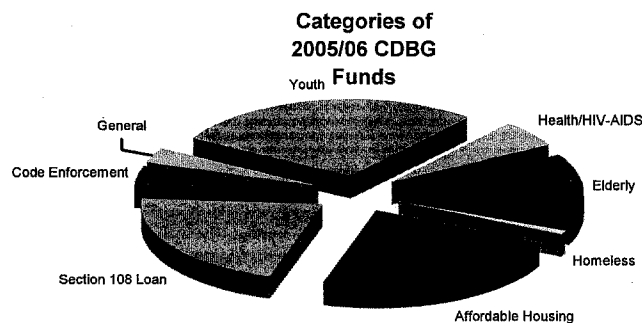
As in years past, given the limited amount of CDBG resources available, the CDAC and the Administration had to make difficult decisions regarding funding recommendations for many outstanding organizations and projects. Consensus recommendations were reached and are consistent with the priority needs areas as identified by the Commission, the community and the Consolidated Plan. The main priorities include those activities addressing and serving elderly, youth, health services including persons with HIV/AIDS, homelessness, affordable housing, senior centers and youth centers. The following graphs show prior and current funding year breakdowns:

Geographic Distribution of FY 2005-2006 CDBG Funds



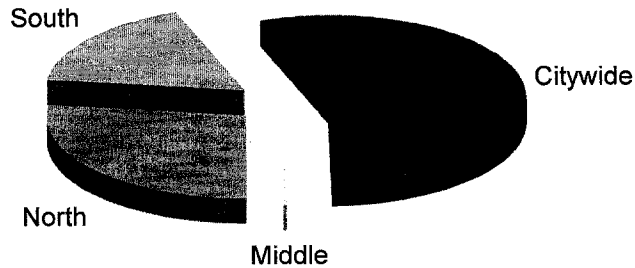
32% North Beach Activities
 20% South Beach Activities
 3% Middle Beach Activities
 45% Citywide Activities

The graph below illustrates the breakdown of FY 2005/06 CDBG funding to eligible categories of recipient types that received funding during the program year:



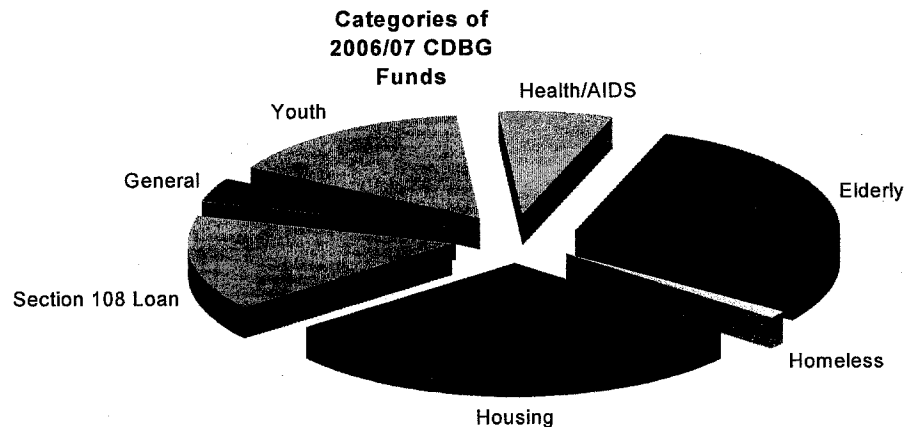
21.72% Youth
 4.33% Health/HIV-AIDS
 11.54% Elderly
 0.62% Homeless
 19.76% Affordable Housing
 16.84% Section 108 Loan
 3.33% Code Enforcement
 0.20% General

Geographic Distribution of FY 2006-2007 CDBG Funds



Citywide	–	55.11%	North Beach	–	27.18%
South Beach	–	17.35%	Middle Beach	–	.36%

The graph below illustrates the breakdown of FY 2006/07 CDBG funding to eligible categories of recipient types that will receive funding during the program year:



11.36% - Youth	11.08% - Sec. 108 Loan
21.15% - Housing	5.06% - Health/AIDS
21.48% - Elderly	2.67% - General*
1.0% - Homeless	

*General – miscellaneous programs such as Project Link that provide information and referral.

Generally speaking, the funding reduction to most agencies averages 9%.

One major change in the funding allocation is the lower amount of funding that is annually allocated for the repayment of the City of Miami Beach's \$4 million HUD Section 108 Loan. The Administration's request to reduce the annual amount of repayment of principal of the Section 108 Loan by extending the terms of the loan by five additional years was successfully approved by HUD and forwarded to their financial agent of the loan, J.P. Morgan Chase, for final processing of the request. The previous structure and revised structure of the Section 108 Loan are as follows:

Year	Principal Payment (Previous Schedule)	Principal Payment (Revised Schedule)	Principal Paid to Date	Remaining Principal to be Paid
2001	\$ 305,000	\$ 305,000	\$ 305,000	\$ -
2002	\$ 320,000	\$ 320,000	\$ 320,000	\$ -
2003	\$ 340,000	\$ 340,000	\$ 340,000	\$ -
2004	\$ 360,000	\$ 360,000	\$ 360,000	\$ -
2005	\$ 380,000	\$ 380,000	\$ 380,000	\$ -
2006	\$ 405,000	\$ 405,000	\$ -	\$ 405,000
2007	\$ 430,000	\$ 210,000	\$ -	\$ 210,000
2008	\$ 455,000	\$ 210,000	\$ -	\$ 210,000
2009	\$ 490,000	\$ 210,000	\$ -	\$ 210,000
2010	\$ 515,000	\$ 210,000	\$ -	\$ 210,000
2011	\$ -	\$ 210,000	\$ -	\$ 210,000
2012	\$ -	\$ 210,000	\$ -	\$ 210,000
2013	\$ -	\$ 210,000	\$ -	\$ 210,000
2014	\$ -	\$ 210,000	\$ -	\$ 210,000
2015	\$ -	\$ 210,000	\$ -	\$ 210,000
Total	\$4,000,000	\$4,000,000	\$1,705,000	\$ 2,295,000

Rather than paying a larger principal repayment for the next four years, the new terms allow for the repayment of the same amount of outstanding principal over a nine year period. The new repayment amounts will drop from amounts reaching as high as \$515,000 to level repayment amounts of \$210,000 starting in 2007 and ending in 2015. This new schedule resulted in a \$200,000 increase of funding being made available for housing and capital improvement activities in FY 2006/07. In addition, Code Compliance, which received \$80,000, and CIP, which received \$150,000 of CDBG FY 2005/06 funds will, in FY 2006/07, be funded by the City's General Fund, resulting in additional funding availability for eligible projects.

Approval of the One-Year Action Plan is required by the City Commission in order to meet the August 16, 2006 submission deadline to HUD. Per HUD guidelines, the City Manager is the designated agent for all formula grants, and executes the grant applications, grant agreements and other applicable HUD documents. The Housing and Community Development Division coordinates the planning, preparation, submission, fiscal and program compliance of the One-Year Action Plan.

CONCLUSION

Based on the aforementioned, the Administration recommends that the Mayor and City Commission approve the attached resolution adopting the City's One-Year Action Plan for Federal Funds for Fiscal Year 2006/07.

EXHIBIT 1

CITY OF MIAMI BEACH ONE-YEAR ACTION PLAN FOR FEDERAL FUNDS FISCAL YEAR 2006-07 LIST OF ACTIVITIES

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) - This list of activities includes entitlement funds of \$1,798,808, reprogrammed funds of \$97,280 and estimated program income of \$160,000.

American Veteran News – Food Assistance Project - \$5,000 – Distribution of free food to low income families in the City of Miami Beach who are homeless or at risk of becoming homeless. The project anticipates serving approximately 300 individuals/families during the year.

ASPIRA of South Florida - Clubs System - \$2,500 – Provides youth leadership development training and parent skills training to Hispanic families in Miami Beach.

Boys and Girls Clubs of Miami - Miami Beach Juvenile Program - \$41,459 - To provide a "no charge" after-school program and summer camp for approximately 300 youth ranging in ages from 5 to 16. The programs are coordinated by a unit director and counselors and include components such as homework assistance, educational and athletic field trips, sports, league activities, and indoor and outdoor recreational activities.

Boys and Girls Clubs of Miami – Miami Beach Capital Improvements - \$100,000 - Construction of a new 9,600 square feet facility to improve and expand the services provided to approximately 375 low income youths living in Miami Beach.

City of Miami Beach – Housing and Community Development Division - Planned Repayment of Section 108 Principal - \$210,000 - To repay the principal balance of a HUD Section 108 loan. The loan (\$4 million) was acquired to implement a comprehensive streetscape improvement program in the North Beach area, including Normandy Isle; and to complete construction of the North Shore Youth Center as part of a neighborhood revitalization strategy for North Beach.

City of Miami Beach Community Development Division - CDBG Administration - \$496,844 - To continue to provide the necessary funding to manage, oversee, coordinate, monitor, audit and evaluate the CDBG program and sub-recipients in accordance with federal regulations. Funding includes activities to ensure compliance with federal fair housing/EEO requirements, environmental review, fiscal management, citizen participation, public information and planning and management activities.

Food for Life Network, Inc. - Home-Delivered Food Program - \$23,954 - To provide weekly, home-delivered prepared meals and home-delivered groceries to approximately 40 income-eligible homebound persons with HIV/AIDS in Miami Beach.

HIV Education Law Project (HELP) – AIDS/Family Law Project - \$13,820 – To provide free legal assistance to approximately 125 low and moderate-income clients with HIV/AIDS in matters of public benefits, discrimination, wills/trusts, family law and landlord-tenant disputes.

Housing Opportunities Project for Excellence, Inc. (H.O.P.E., Inc.) - Fair Housing Education Program - \$7,500 - To provide a Fair Housing Education Program. This activity will be funded through a line item in the CDBG Administration budget and will be supplemented with a \$7,500 set-aside of HOME Program Administration funds.

Jewish Community Services - Homeless Outreach, Prevention and Employment - \$13,820 - To provide employment and job training services to promote client and family self-sufficiency for approximately 96 low to moderate-income, situational and economically homeless individuals, homeless persons in families with children, and those in danger of becoming homeless.

Jewish Community Services - Miami Beach Senior Center Adult Day Care Services - \$13,820 - To provide an aide to supervise day care services to 50 frail elderly in a structured supportive setting with daily activities, nutritionally balanced meals and therapies that provide or prolong the need for institutionalization.

Jewish Community Services – Senior Meals Capital Improvements - \$76,935 – To provide facility improvements to the Miami Beach Senior Meals facilities at the South Shore Community Center which serves low to moderate income senior citizens.

Jewish Community Services - Senior Meals on Wheels Program- \$20,530 - To partially fund drivers to deliver meals to 85 homebound elderly participants residing in eligible target areas, and to fund a shopper to purchase necessary items for frail elders unable to shop for themselves.

Little Havana Activities and Nutrition Centers of Dade County, Inc. - Miami Beach Elderly Meals Program - \$43,565 - To provide nutritionally balanced meals daily to 130 Miami Beach elderly clients in a familiar surrounding where they can have access to other services provided by Little Havana Activities and Nutrition Centers of Dade County.

Little Havana Activities and Nutrition Centers of Dade County, Inc. - Rainbow Intergenerational Child Care - \$46,065 - To provide affordable preschool day care for 40 Miami Beach children who are income-eligible. Miami Beach senior citizens serve as the day care workers at the day care facility.

Miami Beach Adult and Adult Community Education Center – After School Care Program - \$18,426 – To provide after school and summer school tutoring and extracurricular mentoring services to approximately 170 elementary school children, thus providing low and moderate income parents an educational alternative for day care during the after school day hours.

Miami Beach Community Development Corporation - Housing Counseling - \$38,200 - To provide housing counseling to participants in the HOME-funded homebuyer assistance program.

Miami Beach Community Development Corporation - Multi-Family Housing Program - \$152,800 -To provide operational funds to acquire, rehabilitate and manage 3 rental buildings targeted for a combined total of 76 housing units for income-eligible persons.

Miami Beach Community Development Corporation – Owner Occupied Home Rehabilitation Program - \$71,625 - To provide funds to 17 low and moderate- income Miami Beach homeowners for the rehabilitation and/or correction of code violations in order to maintain housing that is safe, decent and sanitary.

Miami Beach Community Development Corporation - Scattered Site Home Buyer Assistance Program-Acquisition/Disposition - \$119,375 - To provide scattered site home ownership opportunities to 18 eligible first-time homebuyers in Miami Beach. The activity is expected to generate an additional \$250,000 in program income.

Miami Beach Community Development Corporation - Tenants Service Coordinator - \$19,100 - To fund a coordinator that brings together existing program services for approximately 200 low and very low income elderly and special needs tenants.

Miami Beach Community Health Center - Beverly Press Center - \$32,246 - To offer a full range of preventive, diagnostic and treatment services to 12,000 persons of all ages, races, ethnicity and genders at the North Beach.

Miami Beach Community Health Center – Dr. Sol Lichter School Based Health Center - \$9,363 - To provide comprehensive health care services to 1,100 children at Miami Beach Senior High, including risk reduction and education.

Montessori Academy at St. John’s – School Scholarships Program - \$6,853 - To provide reduced-fee child care scholarships to 5 children of income-eligible families.

Prime Time Seniors – Elders and Seniors Emerging Needs – \$2,500 - Will provide weekly activities to decrease the incidence of depression and loneliness to 75 low income elderly residing in the City of Miami Beach.

R.A.I.N. Parents, Inc. - Family Network Services: Emergency Housing Assistance - \$36,885 - To provide vouchers for emergency food, child care, and housing assistance, for approximately 150 low to moderate-income individuals and families with children residing in Miami Beach who have received eviction notices or who are already homeless, with peer counseling for assisting parents in making positive life changes towards self-sufficiency.

Shelbourne House Inc. - Shelbourne House - \$16,583 - To provide operating costs for 42 project

based housing units with supportive services in a secure and healthy environment to individuals living with HIV/AIDS who choose to live independently.

UNIDAD of Miami Beach – Sr. Center Acquisition and Rehabilitation – \$250,000 – To acquire, and/or construct/rehabilitate a comprehensive senior activity and service center in the North Beach target area.

UNIDAD of Miami Beach, Inc. - Project Link - \$13,820 - To provide information and referral services, employment activities and bilingual assistance to approximately 4,000 income-eligible Miami Beach residents at the Miami Beach Hispanic Community Center.

EXHIBIT 2

One-Year Action Plan – Fiscal Year 2006-07 Citizen Comments

SPEAKERS:

Predevelopment Public Hearing – March 21, 2006

Randall Robinson and Daniel Veitia – Spoke on behalf of North Beach Development Corporation's proposal for a community garden. Mr. Robinson stated that a community garden would improve the view of the neighborhood and the quality of life of its residents. They stated that this proposal is to hire a consultant to design the community garden.

Claudia Caro Sullivan – Spoke in support of the proposal by North Beach Development Corporation to build a community garden in the North Beach area. As a resident of Miami Beach and a participant at the Victory Garden Ms. Caro Sullivan spoke about how rewarding it is for the citizens to be able to have a small plot where they can grow their own vegetables and flowers.

Stanley Shapiro – Spoke on behalf of Prime Time Seniors, an organization that provides entertainment activities for low and moderate income seniors of Miami Beach. Mr. Shapiro stated that this organization tries to motivate seniors to go out and to participate in different events to improve their quality of life.

Draft Action Plan Public Hearing – June 13, 2006

William Shockett - Spoke in support of providing public services funding to Drug Free Youth in Town (DFYIT). Mr. Shockett stated that this organization currently operates a risk-focused youth development initiative in Nautilus Middle School and Miami Beach Senior High school targeting approximately 200 adolescents. Further, he stated that weekly meetings are held to provide resiliency skills designed to offset negative group involvement in negative activities such as drug use and juvenile crime.

Mr. Daniel Veitia – Spoke in support for funding allocations for UNIDAD and Miami Beach Community Development Corporation (MBCDC). He expressed his desire to have MBCDC carry out more of their housing activities in the North Beach area where the need is great.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE CITY'S ONE-YEAR ACTION PLAN FOR FEDERAL FUNDS FOR FISCAL YEAR 2006/2007, WHICH INCLUDES THE BUDGETS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND THE HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM; AUTHORIZING THE CITY MANAGER TO MAKE MINOR NON-SUBSTANTIVE CHANGES TO THE ONE-YEAR ACTION PLAN OR RESULTING AGREEMENTS BEFORE EXECUTION WHICH MAY BE IDENTIFIED DURING THE FINALIZATION AND/OR REVIEW PROCESS, AND WHICH DO NOT AFFECT THE PURPOSE, SCOPE, APPROVED BUDGET AND/OR INTENT OF THE PLAN; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL APPLICABLE DOCUMENTS AND SUBMIT THE ONE-YEAR ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS WITH PROVIDERS OF ACTIVITIES AS FOLLOWS: TWENTY-FIVE (25) SUB-RECIPIENT AGREEMENTS AS SET FORTH IN EXHIBIT "1" TO THIS RESOLUTION; AND AUTHORIZING THE APPROPRIATION OF ALL FEDERAL FUNDS WHEN RECEIVED.

WHEREAS, the One Year Action Plan for Federal funds is a requirement under the United States Department of Housing and Urban Development (HUD) formula grant programs which include the Community Development Block Grant (CDBG) program and the Home Investment Partnerships (HOME) program; and

WHEREAS, the One Year Action Plan for Federal funds for Fiscal Year 2006/07 serves as both a planning document and as an annual application for the formula grant programs; and

WHEREAS, the City anticipates it will receive a total of \$2,966,433 in Federal grants from HUD for Fiscal Year 2006/07 as follows: \$1,798,808 in CDBG funds, and \$1,167,625 in HOME funds; and

WHEREAS, a comprehensive planning phase was initiated by the City on February 2, 2006, with the issuance of a Request for Proposals for housing and community development activities; and

WHEREAS, a public hearing was held on March 21, 2006, with the Community Development Advisory Committee (CDAC), to obtain citizen input on determining the priorities and needs for housing and community development; and

WHEREAS, a draft of the One-Year Action Plan for Federal funds for Fiscal Year 2006/07 was made available for a thirty (30) day public review and comment period from June 8, 2006 to July 8, 2006; and

WHEREAS, on May 16, 2006, the Administration, together with the Community Development Advisory Committee (CDAC), unanimously approved funding recommendations for the proposed CDBG-funded activities for the One-Year Action Plan, as listed in Exhibit 1 of this Resolution; and

WHEREAS, the One Year Action Plan must be submitted to HUD no later than August 16, 2006; and

WHEREAS, the City Manager is the HUD designated agent for all the formula grants, and should thereby be authorized to execute the grant applications, the grant agreements, and other applicable HUD documents.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission adopt the City's One-Year Action Plan for Federal funds for Fiscal Year 2006/07, which includes the budgets for the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program; authorize the City Manager to make minor non-substantive changes to the One-Year Action Plan or resulting Agreements before execution which may be identified during the finalization and/or review process, and which do not affect the purpose, scope, approved budget and/or intent of the Plan; authorize the City Manager to execute all applicable documents and submit the One-Year Action Plan to the U.S. Department of Housing and Urban Development (HUD); further authorize the Mayor and City Clerk to execute all Agreements with providers of activities as follows: twenty-five (25) sub-recipient Agreements as set forth in Exhibit "1" of this Resolution; and authorize the appropriation of all federal funds when received.

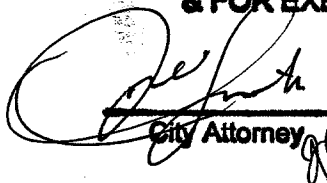
PASSED and ADOPTED this ____ day of _____, 2006.

ATTEST:

CITY CLERK

MAYOR

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

6/20/06

Date



**CITY OF MIAMI BEACH
ONE-YEAR ACTION PLAN
FOR FEDERAL FUNDS
FISCAL YEAR 2006-2007**

DRAFT

NEIGHBORHOOD SERVICES DEPARTMENT
HOUSING AND COMMUNITY DEVELOPMENT DIVISION
1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139
(305) 673-7260 PHONE (305) 673-7772 (FAX)
www.miamibeachfl.gov



City of Miami Beach

City Commission

David Dermer, **Mayor**
Saul Gross, **Vice-Mayor**

Matti Herrera-Bower, Commissioner
Simon Cruz, Commissioner
Luis R. Garcia Jr., Commissioner
Richard Steinberg, Commissioner
Jerry Libbin, Commissioner

City Administration

Jorge M. Gonzalez, **City Manager**
Timothy Hemstreet, Assistant City Manager
Robert C. Middaugh, Assistant City Manager
Hilda Fernandez, Assistant City Manager
Vivian P. Guzman, Director, Neighborhood Services Dpt.

Community Development Advisory Committee

Lazaro Martinez, **Chair**
Sol Genet, **First Vice-Chair**
Alexander Annunziato, **Second Vice-Chair**
Karen Fryd
Charles Burkett
Lillian Janata
Alan Lips
Juan Torres
Martha Martinez-Aleman
Anthony Japour
Keith Menin
David Smith
Diana Susi
Rachel Umlas

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH FLORIDA 33139



Neighborhood Services Department
Housing & Community Development

Telephone 305/673-7260
Facsimile 305/673-7772

August 12, 2005

Ms. Maria Ortiz, CPD Director
U.S. Department of Housing and Urban Development
Florida State Office
Brickell Plaza Federal Building
909 SE 1st Avenue, Room 500
Miami, FL 33131

Re: CITY OF MIAMI BEACH ANNUAL ACTION PLAN, FY 2005/2006

Dear Ms. Ortiz:

Enclosed please find the One-Year Action Plan for fiscal year 2005/2006 for the City of Miami Beach. The Plan was approved by the City of Miami Beach Commission on July 27, 2005. If additional information is required, please contact either Thomas Urriola or John Quade at (305) 673-7260.

The City looks forward to the continuation of our partnership with HUD in implementing the activities outlined in the One-Year Action Plan.

Sincerely,


Thomas M. Urriola, Interim Director
Housing and Community Development Division

Attachment with diskette

CC: Vivian Guzman, Director Neighborhood Services Department

** THIS IS A COPY OF THE ACTION PLAN FOR THE CITY OF MIAMI BEACH **

TABLE OF CONTENTS

TABLE OF CONTENTS
EXECUTIVE SUMMARY

I. ONE-YEAR ACTION PLAN FOR FISCAL YEAR 2006/2007

- A. FORM APPLICATION (SF 424 FORMS) AND IMPLEMENTING RESOLUTION**
- B. AVAILABLE RESOURCES**
- C. ACTIVITIES TO BE UNDERTAKEN**
 - Community Development Block Grant (CDBG) Program Activities
 - HOME Investment Partnerships (HOME) Program Activities
- D. PRIORITY NEEDS ADDRESSED**
- E. GEOGRAPHIC DISTRIBUTION OF FUNDS**
- F. HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES**
- G. OTHER ACTIONS**
- H. MONITORING**

II. APPENDICES

FY 2006-2007 Listing of Proposed Projects	Appendix 1
Geographic Distribution of Projects for 2006-2007	Appendix 2
Citizen Participation Process	Appendix 3
CDBG/HOME FY 2006-2007 Funding Ledger	Appendix 4
Guidelines for the Recapture of HOME Funds, Leverage/Match	Appendix 5
Federal Certifications	Appendix 6
Appendix to Certifications	Appendix 6A
Copies of Advertisements	Appendix 7

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

The City of Miami Beach is a recipient of federal entitlement grants funds from the U.S. Department of Housing and Urban Development (HUD). In 2003, the City adopted the Five-Year Consolidated Plan which furthers the statutory goals of four programs: Community Development Block Grant (CDBG) Program, Emergency Shelter Grants (ESG) Program, HOME Investment Partnerships (HOME) Program, and Housing Opportunities for People with AIDS (HOPWA) Program.

During the fiscal year 2004/05 program year, the American Dream Downpayment Initiative (ADDI) was introduced. ADDI funds are part of the HOME program and are being provided as additional funds for first time homebuyers with downpayment assistance. No new ADDI funds were allocated to the City of Miami Beach for the Fiscal Year 2006/07. At the conclusion of the 2003/04 program year, due to changes in population and funding formulas, the City no longer receives funding from HUD under the Emergency Shelter Grants (ESG) Program. These funds were used to provide emergency shelter assistance to the homeless of Miami Beach. The City has had to seek out alternate funds and resources to maintain the level of service and referrals which had been funded with ESG funds.

One of the requirements of the Consolidated Plan is the preparation of subsequent annual action plans that outlines the housing and community development programs to be funded with HUD entitlement funds over a five year period (through September 30, 2008). The annual One Year Action Plan for Fiscal Year 2006/2007 is designed to guide housing, homeless and community development goals and strategies within the community through September 30, 2007. Citizens, public agencies, and other interested parties are provided opportunities to participate in every aspect of the consolidated planning process, including reviewing program accomplishments.

The One-Year Action Plan Fiscal Year 2006/2007 describes the allocations of federal funding to meet the three general priorities identified in the Five-Year Consolidated Plan. These priorities are: public services, affordable housing and neighborhood improvements. As an entitlement jurisdiction, the City of Miami Beach has been notified by HUD that it will receive the following federal funds for fiscal year 2006-2007:

\$ 1,798,808	Entitlement Funds	Community Development Block Grant Program
\$ 1,167,625	Entitlement Funds	HOME Investment Partnerships Program

Implementing Resolution
Form Applications

RESOLUTION NO. 2005-25974

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE CITY'S ONE-YEAR ACTION PLAN FOR FEDERAL FUNDS FOR FISCAL YEAR 2005/2006, WHICH INCLUDES THE BUDGETS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND THE HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM; AUTHORIZING THE CITY MANAGER TO MAKE MINOR NON-SUBSTANTIVE CHANGES TO THE ONE-YEAR ACTION PLAN OR RESULTING AGREEMENTS BEFORE EXECUTION WHICH MAY BE IDENTIFIED DURING THE FINALIZATION AND/OR REVIEW PROCESS, AND WHICH DO NOT AFFECT THE PURPOSE, SCOPE, APPROVED BUDGET AND/OR INTENT OF THE PLAN; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL APPLICABLE DOCUMENTS AND SUBMIT THE ONE-YEAR ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS WITH PROVIDERS OF ACTIVITIES AS FOLLOWS: TWENTY-FIVE (25) CDBG SUB-RECIPIENT AGREEMENTS, AND TWO (2) CDBG INTERDEPARTMENTAL MEMORANDA OF UNDERSTANDING; AND AUTHORIZING THE APPROPRIATION OF ALL FEDERAL FUNDS WHEN RECEIVED.

WHEREAS, the One Year Action Plan for Federal funds is a requirement under the United States Department of Housing and Urban Development (HUD) formula grant programs which include the Community Development Block Grant (CDBG) program and the Home Investment Partnerships (HOME) program; and

WHEREAS, the One Year Action Plan for Federal funds for Fiscal Year 2005/06 serves as both a planning document and as an annual application for the formula grant programs; and

WHEREAS, the City anticipates it will receive a total of \$3,241,292 in Federal grants from HUD for Fiscal Year 2005/06 as follows: \$2,002,924 in CDBG funds, and \$1,238,368 in HOME funds; and

WHEREAS, a comprehensive planning phase was initiated by the City on February 1, 2005, with the issuance of a Request for Proposals for housing and community development activities; and

WHEREAS, a public hearing was held on March 15, 2005, with the Community Development Advisory Committee (CDAC), to obtain citizen input on determining the priorities and needs for housing and community development; and

WHEREAS, a draft of the One-Year Action Plan for Federal funds for Fiscal Year 2005/06 was made available for a thirty (30) day public review and comment period from June 20, 2005 to July 20, 2005; and

City of Miami Beach
One-Year Action Plan for Federal Funds
Fiscal Year 2006-2007

WHEREAS, on June 1, 2005, the Administration, together with the Community Development Advisory Committee (CDAC), unanimously approved funding recommendations for the proposed CDBG-funded activities for the One-Year Action Plan and for HOME-funded activities, to foster affordable housing as listed in Exhibit 1 of this Resolution; and

WHEREAS, the One Year Action Plan must be submitted to HUD no later than August 16, 2005; and

WHEREAS, the City Manager is the HUD designated agent for all the formula grants, and should thereby be authorized to execute the grant applications, the grant agreements, and other applicable HUD documents.

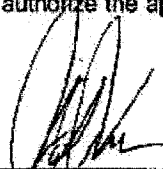
NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission adopt the City's One-Year Action Plan for Federal funds for Fiscal Year 2005/06, which includes the budgets for the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program; authorize the City Manager to make minor non-substantive changes to the One-Year Action Plan or resulting Agreements before execution which may be identified during the finalization and/or review process, and which do not affect the purpose, scope, approved budget and/or intent of the Plan; authorize the City Manager to execute all applicable documents and submit the One-Year Action Plan to the U.S. Department of Housing and Urban Development (HUD); further authorize the Mayor and City Clerk to execute all Agreements with providers of activities as follows: twenty-five (25) CDBG sub-recipient Agreements, and two (2) CDBG Interdepartmental Memoranda of Understanding; and authorize the appropriation of all federal funds when received.

PASSED and ADOPTED this 27th day of July, 2005.

ATTEST:

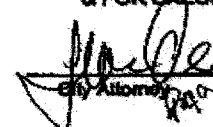

CITY CLERK Robert Parcher

F:\ENERGY\CDAC\CDAC\COMMISSION\2005\ONE-YEAR ACTION PLAN\2005-017-2005.doc



MAYOR
David Dermer

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

 7-14-05
City Attorney Date

City of Miami Beach
One-Year Action Plan for Federal Funds
Fiscal Year 2006-2007

This One-Year Action Plan includes recommendations for funding for activities and programs under the CDBG and HOME programs. The following are the budgets for each one of these programs:

CDBG BUDGET FOR FY 2006/2007

Revenue

Projected CDBG Allocation for FY 2006/2007	\$ 1,798,808
Reprogrammed Prior Year Funds	97,280
Projected Program Income	<u>160,000</u>
Total Revenue	\$2,056,088

Expenditures

Housing Activities	\$ 401,100
Public Services	361,209
Other Activities (capital improvements, economic development, etc)	426,935
Repayment of Section 108 Loan	210,000
Program Income Retained by Subgrantees (estimate)	160,000
Program Administration	<u>496,844</u>
Total Expenditures	\$2,056,088

HOME BUDGET FOR FY 2006/2007

Revenue

Projected HOME Allocation for FY 2006/2007	\$ 1,167,625
Program Income for FY 2006/2007	<u>0</u>
Total Revenue	\$1,167,625

Expenditures

HOME Projects	\$ 192,481
CHDO Set-Aside	800,000
CHDO Operating	58,381
Program Administration	<u>116,763</u>
Total Expenditures	\$1,167,625

AVAILABLE RESOURCES

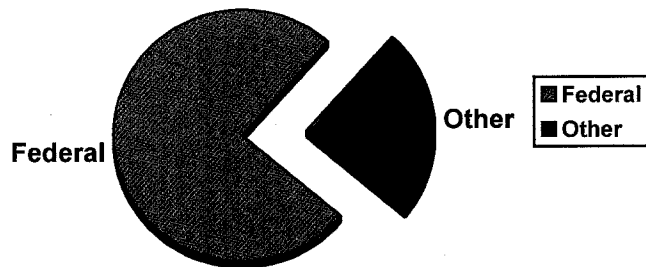
Federal Resources (Federal funds expected to be available during fiscal year 2006/2007 to address the needs and specific objectives identified in the Consolidated Plan.)

Community Development Block Grant (CDBG) Program	\$ 1,798,808
HOME Investment Partnerships (HOME) Program	1,167,625
Reprogrammed Prior Year CDBG Funds	97,280
CDBG Program Income (Estimate)	160,000
HOME Program Income (Estimate)	<u>0</u>
Total Federal Resources	\$3,223,713

Other Resources (Funds from private and non-Federal public sources reasonably expected to be available during fiscal year 2006/2007 to address the needs identified in the Consolidated Plan. Federal funds will leverage these additional resources.)

State Housing Initiatives Partnership (SHIP) Program	549,417
Miami-Dade Surtax Funds	<u>500,000</u>
Total Other Resources	1,049,417

Available Resources by Type



ACTIVITIES TO BE UNDERTAKEN

During fiscal year 2006/2007, the City of Miami Beach will undertake the following activities to address priority needs that were identified in the 5-Year Consolidated Plan. Details of the specific projects can be found in Appendix 1. The maps in Appendix 2 can be used to ascertain the locations of the projects.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) - This list of activities includes entitlement funds of \$1,798,808, reprogrammed funds of \$97,280 and estimated program income of \$160,000.

- **American Veteran News – Food Assistance Project - \$5,000** – Distribution of free food to low income families in the City of Miami Beach who are homeless or at risk of becoming homeless. The project anticipates to serve approximately 300 individuals/families during the year.
- **ASPIRA of South Florida - Clubs System - \$2,500** – Provides youth leadership development training, and parent skills training to Hispanic families in Miami Beach.
- **Boys and Girls Clubs of Miami - Miami Beach Juvenile Program - \$41,459** - To provide a "no charge" after-school program and summer camp for approximately 300 youth ranging in ages from 5 to 16. The programs are coordinated by a unit director and counselors and include components such as homework assistance, educational and athletic field trips, sports, league activities, and indoor and outdoor recreational activities.
- **Boys and Girls Clubs of Miami – Miami Beach Capital Improvements - \$100,000** - Construction of a new 9,600 square feet facility to improve and expand the services provided to approximately 375 low income youths living in Miami Beach.
- **City of Miami Beach – Housing and Community Development Division - Planned Repayment of Section 108 Principal - \$210,000** - To repay the principal balance of a HUD Section 108 loan in the amount of \$4,000,000. The loan was acquired to implement a comprehensive streetscape improvement program in the North Beach area, including Normandy Isle; and to complete construction of the North Shore Youth Center as part of a neighborhood revitalization strategy for North Beach.
- **City of Miami Beach Community Development Division - CDBG Administration - \$496,844** - To continue to provide the necessary funding to manage, oversee, coordinate, monitor, audit and evaluate the CDBG program and sub-recipients in accordance with federal regulations. Funding includes activities to ensure compliance with federal fair housing/EEO requirements, environmental review, fiscal management, citizen participation, public information and planning and management activities.
- **Food for Life Network, Inc. - Home-Delivered Food Program - \$23,954** - To provide weekly, home-delivered prepared meals and home-delivered groceries to

approximately 40 income-eligible homebound persons with HIV/AIDS in Miami Beach.

- **HIV Education Law Project (HELP) – AIDS/Family Law Project - \$13,820** – To provide free legal assistance to approximately 125 low and moderate-income clients with HIV/AIDS in matters of public benefits, discrimination, wills/trusts, family law and landlord-tenant disputes.
- **Housing Opportunities Project for Excellence, Inc. (H.O.P.E., Inc.) - Fair Housing Education Program - \$7,500** - To provide a Fair Housing Education Program. This activity will be funded through a line item in the CDBG Administration budget and will be supplemented with a \$7,500 set-aside of HOME Program Administration funds.
- **Jewish Community Services - Homeless Outreach, Prevention and Employment - \$13,820** - To provide employment and job training services to promote client and family self-sufficiency for approximately 96 low to moderate-income, situational and economically homeless individuals, homeless persons in families with children, and those in danger of becoming homeless.
- **Jewish Community Services - Miami Beach Senior Center Adult Day Care Services - \$13,820** - To provide an aide to supervise day care services to 50 frail elderly in a structured supportive setting with daily activities, nutritionally balanced meals and therapies that provide or prolong the need for institutionalization.
- **Jewish Community Services – Senior Meals Capital Improvements - \$76,935** – To provide facility improvements to the Miami Beach Senior Meals facilities at the South Shore Community Center which serves low to moderate income senior citizens.
- **Jewish Community Services - Senior Meals on Wheels Program- \$20,530** - To partially fund drivers to deliver meals to 85 homebound elderly participants residing in eligible target areas, and to fund a shopper to purchase necessary items for frail elders unable to shop for themselves.
- **Little Havana Activities and Nutrition Centers of Dade County, Inc. - Miami Beach Elderly Meals Program - \$43,565** - To provide nutritionally balanced meals daily to 130 Miami Beach elderly clients in a familiar surrounding where they can have access to other services provided by Little Havana Activities and Nutrition Centers of Dade County.
- **Little Havana Activities and Nutrition Centers of Dade County, Inc. - Rainbow Intergenerational Child Care - \$46,065** - To provide affordable preschool day care for 40 Miami Beach children who are income-eligible. Miami Beach senior citizens serve as the day care workers at the day care facility.
- **Miami Beach Adult and Adult Community Education Center – After School Care Program - \$18,426** – To provide after school and summer school tutoring and extracurricular mentoring services to approximately 170 elementary school children,

thus providing low and moderate income parents an educational alternative for day care during the after school day hours.

- **Miami Beach Community Development Corporation - Housing Counseling - \$38,200** - To provide housing counseling to participants in the HOME-funded homebuyer assistance program.
- **Miami Beach Community Development Corporation - Multi-Family Housing Program - \$152,800** - To provide operational funds to acquire, rehabilitate and manage 3 rental buildings targeted for a combined total of 76 housing units for income-eligible persons.
- **Miami Beach Community Development Corporation – Owner Occupied Home Rehabilitation Program - \$71,625** - To provide funds to 17 low and moderate-income Miami Beach homeowners for the rehabilitation and/or correction of code violations in order to maintain housing that is safe, decent and sanitary.
- **Miami Beach Community Development Corporation - Scattered Site Home Buyer Assistance Program-Acquisition/Disposition - \$119,375** - To provide scattered site home ownership opportunities to 18 eligible first-time homebuyers in Miami Beach. The activity is expected to generate an additional \$250,000 in program income.
- **Miami Beach Community Development Corporation - Tenants Service Coordinator - \$19,100** - To fund a coordinator that brings together existing program services for approximately 200 low and very low income elderly and special needs tenants.
- **Miami Beach Community Health Center - Beverly Press Center - \$32,246** - To offer a full range of preventive, diagnostic and treatment services to 12,000 persons of all ages, races, ethnicity and genders at the North Beach.
- **Miami Beach Community Health Center – Dr. Sol Lichter School Based Health Center - \$9,363** - To provide comprehensive health care services to 1,100 children at Miami Beach Senior High, including risk reduction and education.
- **Montessori Academy at St. John's – School Scholarships Program - \$6,853** - To provide reduced-fee child care scholarships to 5 children of income-eligible families.
- **Prime Time Seniors – Elders and Seniors Emerging Needs – \$2,500** - Will provide weekly activities to decrease the incidence of depression and loneliness to 75 low income elderly residing in the City of Miami Beach.
- **R.A.I.N. Parents, Inc. - Family Network Services: Emergency Housing Assistance - \$36,885** - To provide vouchers for emergency food, child care, and housing assistance, for approximately 150 low to moderate-income individuals and families with children residing in Miami Beach who have received eviction notices or who are already homeless, with peer counseling for assisting parents in making positive life changes towards self-sufficiency.

- **Shelbourne House Inc. - Shelbourne House - \$16,853** - To provide operating costs for 42 project based housing units with supportive services in a secure and healthy environment to individuals living with HIV/AIDS who choose to live independently.
- **UNIDAD of Miami Beach – Sr. Center Acquisition and Rehabilitation – 250,000 –** To acquire, and/or construct/rehabilitate a comprehensive senior activity and service center in the North Beach target area.
- **UNIDAD of Miami Beach, Inc. - Project Link - \$13,820** - To provide information and referral services, employment activities and bilingual assistance to approximately 4,000 income-eligible Miami Beach residents at the Miami Beach Hispanic Community Center.

PRIOR YEARS' CDBG ACTIVITIES - This list of activities includes prior year CDBG funded activities to be carried over and included in the activities for fiscal year 2006/07.

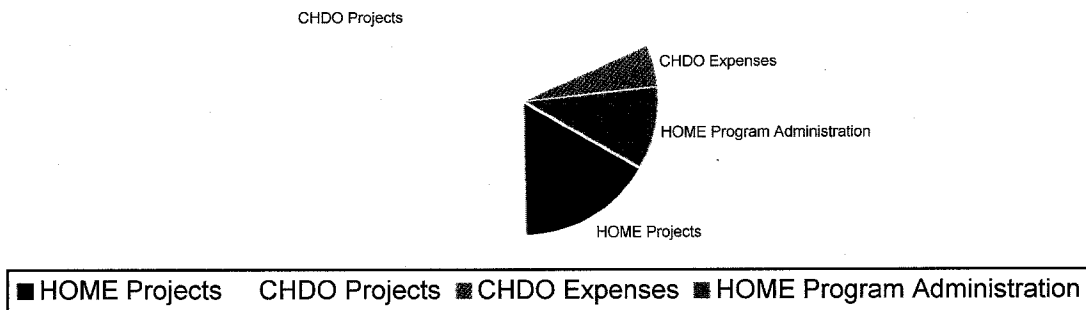
- **City of Miami CIP Office – Normandy Isle Park and Pool - \$450,354** - To conclude final construction of the Normandy Isle Park and Pool facilities that will serve low to moderate-income residents in the North Beach area. This project is underway and should be completed by the end of August, 2006.
- **City of Miami CIP Office – \$40,000 – Marseille Drive Street Improvements –** To provide architectural services for the completion of the Marseille Drive Street improvements project in the North Beach area.
- **Jewish Community Services – Senior Center Improvements - \$105,620 –** To provide facility improvements to the Miami Beach Senior Center which serves low to moderate income senior citizens. This project is scheduled to commence in July 2006 and be completed by October 2006.
- **Little Havana Activities and Nutrition Centers of Dade County, Inc. – Facility Rehabilitation of Rainbow Intergenerational Child Care - \$242,166** - To provide rehabilitation activities at the preschool day care facility that serves predominantly low to moderate-income families in the South Beach area. This project is expected to commence construction by November, 2006.
- **Log Cabin Training Center – Facility Improvements - \$150,745 –** For facility improvements and ADA accessible ramps and restrooms for the training center which provides life skills and job training for developmentally disabled adults. A master plan has been completed and the architect for the project was commissioned to design construction plans for various ADA improvements. The project is expected to be completed by September 2006.
- **Miami Beach Community Health Center – Acquisition and Expansion of Stanley Myers Center Site - \$217,862 –** To provide acquisition funds for the Miami Beach Community Health Center, located at 710-720 Alton Road to provide for expansion of its facilities, which will allow for additional medical, dental, and nonresidential mental health services for an increased number of patients. The

acquisition of the space for the new center building is expected to be completed by the end of 2005.

- **UNIDAD of Miami Beach - Senior Center - \$300,000** - To provide funding for the acquisition of a facility to be rehabilitated and operated by UNIDAD of Miami Beach as a senior center to provide a broad array of services to serve the low- and moderate income elderly population. The organization has identified a suitable building for renovation and should commence the project by February, 2007.

- II. **HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM** - This list of activities includes entitlement funds of \$1,167,625.
- III. **City of Miami Beach - HOME Program Administration - \$116,763** - For management, oversight, coordination, monitoring, evaluation, staff and overhead, public information, fair housing education activities, indirect costs and planning activities. This line item includes \$7,500 set-aside for Housing Opportunities Project for Excellence, Inc. (H.O.P.E., Inc.) for a Fair Housing Education Program, which is matched by an equal amount of CDBG funds.
- **Community Housing Development Organization (CHDO) Project Set-Aside - MBCDC - \$800,000** - Acquisition and/or rehabilitation, multi-unit residential. To provide rental and/or homeownership opportunities.
 - **Community Housing Development Organization (CHDO) Expenses (5%) - MBCDC - \$58,381** - Funds to pay salaries, wages, and other employee compensation and benefits, rent, utilities, employee education, travel, training, communication costs, taxes, insurance, equipment, materials, and supplies.
 - **HOME Projects - \$192,481** - To provide funding for rehabilitation initiatives to upgrade the housing stock in the City of Miami Beach. May also include acquisition activities.

HOME Funds By Activity



PRIORITY NEEDS ADDRESSED

This description of activities estimates the number and type of families that will benefit from the proposed activities, the specific local objectives and priority needs that will be addressed by the activities using formula grant funds and program income that the City expects to receive during the program year. It also includes proposed accomplishments, and a target date for completion of the activities. This information is also included in Appendix 1, as prescribed by HUD.

Non-Housing Activities:

- Child Care Services
- Economic Development
- Employment Training
- General Public Services
- Health Services
- Public Facilities and Improvements
- Repayment of Section 108 Loan Principal
- Senior Programs and Senior Services
- Services to Persons with Disabilities
- Youth Programs

Housing Activities:

- Acquisition and Disposition
- Fair Housing Activities
- Multifamily Housing Rehabilitation
- Owner-Occupied Rehabilitation
- Direct Homeownership Assistance

Homeless Activities:

- Emergency Shelter/Transitional Housing
- Homeless Prevention
- Outreach

Geographic Distribution of Funds

Most of the activities described in the One-Year Action Plan will take place in HUD designated community development target areas. These target areas contain census tract/block groups that display evidence of a greater than 51% of households with incomes at or below 80% of the median income and continue to be a priority for allocation of resources. The northern and southern portions of the City also contain the largest number of the multi-family structures that require rehabilitation and have the highest concentrations of income-eligible families.

The main categories of racial composition of the City of Miami Beach are as follows:

Hispanic	53.7 %
White Non-Hispanic	40.9 %
Black Non-Hispanic	3.1 %
Asian	1.7 %

An analysis of median income reveals that Miami Beach's Hispanic population has the lowest median income (\$22,153) and the highest percentage of low to moderate-income people (62%). In addition, 43.5 % of Black Non-Hispanic households are in the poor income class according to their median income. The northern and southern community development target areas of Miami Beach contain a high concentration of identified minority groups, and as such receive a high percentage of overall CDBG assistance.

North Beach

CDBG funds are directed to the northern target areas, as follows:

\$ 210,000	City of Miami Beach - Repayment of Section 108 Loan
\$ 9,363	Miami Beach Community Health Center – Hi-Tides School Health
\$ 32,246	Miami Beach Community Health Center - Beverly Press Center
\$ 13,820	UNIDAD of Miami Beach Inc. – Project Link
\$ 250,000	UNIDAD of Miami Beach Inc. – Sr. Center Acquisition/Rehabilitation
\$515,429	Total CDBG funds for northern target areas

South Beach

CDBG funds are directed to the southern target areas, as follows:

\$ 41,459	Boys and Girls Club - Miami Beach Juvenile Programs
\$ 100,000	Boys and Girls Club – Capital Improvement
\$ 76,935	Jewish Community Services Sr. Meals Capital Improvements
\$ 43,565	Little Havana Activities and Nutrition Centers -Elderly Meals Program
\$ 2,500	ASPIRA of So. Florida – Clubs Systems
\$ 46,065	Little Havana Activities and Nutrition Centers - Rainbow Child Care
\$ 18,426	Miami Beach Adult & Community Center – Miami Beach Afterschool Program
\$328,950	Total CDBG funds for southern target areas

Middle Beach

CDBG funds are directed to the middle beach area, as follows:

\$	6,853	Montessori Academy at St. John's – Child Care Scholarships
\$	6,853	Total CDBG funds for middle beach area

City-Wide

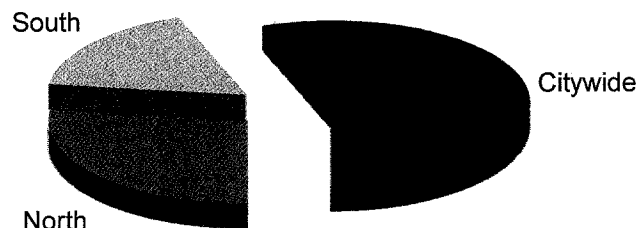
CDBG funds are considered to have citywide benefits/beneficiaries:

\$	5,000	American Veterans News – Food Assistance
\$	496,844	City of Miami Beach – Administration, including fair housing education
\$	23,954	Food for Life Network - Home Delivered Food Program
\$	13,820	HELP - HIV, Education and Law Project
\$	13,820	Jewish Community Services - Homeless Outreach Prevention & Employment
\$	13,820	Jewish Community Services – Miami Beach Senior Center
\$	20,530	Jewish Community Services - Senior Meals on Wheels Program
\$	19,100	Miami Beach Community Development Corp. - Tenant Service Coordinator
\$	38,200	Miami Beach Community Development Corp. - Housing Counseling
\$	119,375	Miami Beach Community Development Corporation - Scattered Site Home Buyers Assistance Program Acq./Disposition
\$	71,625	Miami Beach Community Development Corp. – Owner Occupied Rehab
\$	152,800	Miami Beach Community Development Corp. - Multi-Family Rehab Program
\$	2,500	Prime Time Seniors -
\$	16,583	Shelbourne House, Inc. - Shelbourne House
\$	36,885	RAIN Parents, Inc. - Family Services Network
\$	1,044,856	Total Citywide Distribution of CDBG Funds

With regard to the HOME Investment Partnerships Program, the funds are considered to have a citywide benefit:

\$	116,763	HOME Planning, Administration and Monitoring
\$	800,000	CHDO Project Set-aside - Miami Beach Community Development Corp.
\$	58,381	CHDO Operating Expenses (5%)
\$	192,481	HOME Projects
\$	1,167,625	Total Distribution of HOME funds

Geographic Distribution of FY 2006-2007 Funds



HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES

The City of Miami Beach will use non-federal funds to undertake activities during fiscal year 2006/2007 to:

- Address the emergency shelter and transitional housing needs of homeless individuals and families (including sub-populations);
- Prevent low-income individuals and families with children (especially those with incomes below 30 percent of median) from becoming homeless;
- Help homeless persons make the transition to permanent housing and independent living; and
- Address the special needs of persons who are not homeless, including all identified minority and ethnic groups.

Homeless

The City's Office of Homeless Coordination intends to implement the following activities to address the needs of homeless individuals and families, to prevent low-income individuals and families with children from becoming homeless, and to help homeless persons make the transition to permanent housing and independent living.

- **Emergency Shelter/Transitional Shelter Needs** - The City will provide CDBG funds to Jewish Community Services to provide employment and job training services to situational and economically homeless individuals, homeless persons in families with children, and those in danger of becoming homeless. The program will also provide case management and referrals, bus passes, bus tokens, food vouchers and voice mail, as well as work clothes and equipment.
- **Homeless Prevention** - The City will provide CDBG funds to RAIN Parents, Inc. to provide emergency assistance to individuals, families with children, and elderly persons who are currently housed, but threatened with homelessness.

Other Special Needs

The City intends to implement activities to address the needs of persons who are not homeless but require supportive housing. This includes the elderly, frail elderly, persons with disabilities, persons with alcohol or other drug addiction, persons with HIV/AIDS and their families, public housing residents and any other categories the City may specify as eligible. This includes all affected minority Hispanic and Black Non-Hispanic and Asian households in the community.

- The Miami Beach Community Development Corporation (MBCDC) acquired an apartment building named Aimee II located on 532 Michigan Avenue. This property was completely renovated on December of 2005. This building provided eighteen (18) rental units for income-eligible elderly persons. The City provided \$943,900 in HOME Program funds for this project.
- The Miami Beach Community Development Corporation has acquired and is in the process of rehabilitating an apartment building known as the Villa Maria Apartments located at 2800 Collins Avenue. This building will provide thirty-four (34) rental units for income-eligible elderly persons. The City provided \$1,600,000 in HOME Program funds and \$50,000 in CDBG funds for this project, which is expected to be completed in 2007.
- The Miami Beach Community Development Corporation has acquired and will complete the rehabilitation of an apartment building known as the Westchester Apartments located at 516 15th Street by December 2006. This building will provide twenty-four (24) rental units for income-eligible elderly persons. The City provided \$1,305,691 in HOME Program funds for this project.
- Carrfour Supportive Housing acquired an apartment building known as Sunsouth Place located at 530 Meridian Avenue. This building will provide fifty-five (55) single room occupancy units for formerly homeless persons. The City provided \$309,469 in HOME Program funds for this project, which is expected to be completed in 2007.
- The City will provide CDBG funds to Jewish Community Services to fund an aide to supervise day care services to frail elderly senior citizens in a structured supportive setting. The City will also provide CDBG funds to Jewish Community Services to deliver meals to homebound elderly participants residing in eligible target areas and a shopper to purchase necessary items for frail elders unable to shop for themselves.
- The City will provide CDBG funds to Little Havana Activities and Nutrition Centers of Dade County, Inc. to provide nutritionally balanced meals to Miami Beach elderly clients at two congregate meal sites.

- The City will provide CDBG funds to Food for Life Network to provide weekly home-delivered meals and groceries to income-eligible homebound persons in Miami Beach with HIV/AIDS.
- The City will provide CDBG funds to The Shelbourne Apartment Building to provide supportive services in a secure and healthy environment to individuals living with AIDS who choose to live independently.
- HELP – The HIV Education Law Project (HELP) will provide free legal assistance to approximately 500 clients with HIV/AIDS in matters of public benefits, discrimination, wills/trusts and family law.
- The City will provide CDBG funds to Miami Beach Community Development Corporation to fund a coordinator that brings together existing program services for mostly low and very low income elderly and special needs tenants.
- The City will provide CDBG funds to the American Veterans News/Food Assistance Program to provide daily free food to the homeless and to those at risk of becoming homeless.

OTHER ACTIONS

During fiscal year 2006/2007, the City plans to undertake certain other actions to address obstacles to meeting community needs.

General

In 1999, the City applied for and was approved for a \$4,000,000 Section 108 Loan and a \$1,000,000 Economic Development Initiative grant to assist in financing economic development activities and neighborhood improvements that will complement the revitalization efforts of the local business communities within the City. The loan and grant are being used to implement three separate streetscape improvement projects and assist with the completion of the North Shore Youth Center in the northern target area of Miami Beach. The North Shore Youth Center was completed in 2004. The Marseille Drive Streetscape Project was completed in 2005. The two remaining projects, Normandy Isle & Normandy Sud Neighborhood Improvements and North Shore Neighborhood Improvements are currently scheduled to commence construction in 2007.

Underserved Needs

The City of Miami Beach has many needs, many of which are underserved, as evidenced by the consistently large number of funding requests for public services activities. The City will continue to take an active role leveraging resources in support of its non-profit partners and other organizations.

Foster and Maintain Affordable Housing

The City will continue to work with housing providers to expand the supply of affordable housing. The City will continue to fund a number of programs to provide home-ownership opportunities and expand the number of high quality rental units housing available for its low-income senior citizens, working families and special needs populations.

Remove Barriers to Affordable Housing

The City will continue its state-mandated regulatory reduction self-examination program during the 2006/2007 program year to ensure that the City's regulations do not act as a barrier to affordable housing. In 2004, as part of the City's ongoing efforts to further fair housing, the City had Housing Opportunities Project for Excellence, Inc. (H.O.P.E., Inc.) conduct an Analysis of the Impediments to Fair Housing Choice. This analysis identified a number of impediments existing in the City and provided specific recommendations and actions designed to eliminate said impediments and affirmatively further fair housing. These recommendations are the basis for educating, informing and promoting efforts and policies to ensure the provision of fair housing to all persons.

Lead-Based Paint

The Miami-Dade County Social Services Department cooperates with the Florida Department of Health, Division of Children's Medical Services, to identify children with elevated levels of lead in their blood. The City will require monitoring of any children living in assisted housing who are identified with Environmental Intervention Blood Lead Level. Evidence has shown that minority and low-income children are more likely to live in pre-1978 housing containing lead-based paint and are disproportionately affected by lead poisoning. The City is complying with the requirements of the Lead Safe Housing Rule as amended on June 21, 2004.

Section 3

The City of Miami Beach will continue its Section 3 outreach efforts in order to maximize the amount of economic impact of HUD funds on the community. The City will continue to identify and coordinate with Section 3 business concerns and residents in order to match and provide economic and employment opportunities to the maximum extent possible.

Reduce Poverty

The City will continue to support a job placement service operated by Jewish Community Services which assists the homeless or near homeless individuals. One of Jewish Community Services partners is the City of Miami Beach's Sanitation Department with whom they coordinate job placement and training opportunities in their workforce. The City also funds a multitude of other agencies that undertake activities and provide essential services for individuals and families in order to ease the burden of poverty. Examples include

emergency housing vouchers, food delivery to those with HIV/AIDS and the elderly, childcare stipends and homebuyer programs.

Develop Institutional Structure

The City will continue to provide technical assistance and training to its non-profit housing and social services providers to develop and enhance the City's collective delivery systems.

Coordination

The City of Miami Beach Housing and Community Development Division within the Neighborhood Services Department is charged with carrying out the Five Year (2003-2007) Consolidated Plan and the One-Year Action Plan. The Division is the main source of disseminating information to other agencies and entities in administering and carrying out the goals of the Consolidated Plan.

Foster Public Housing Improvements and Resident Initiatives

Senior citizen housing in the City is in good condition and because residents are elderly, the Housing Authority of the City of Miami Beach plans no major resident initiatives.

Public Housing Comprehensive Grant Program

The Housing Authority of the City of Miami Beach is an autonomous agency, which does not have sufficient units to participate in the Comprehensive Grant program.

MONITORING

Monitoring of the various activities described in the One-Year Action Plan is a continuous and ongoing process. To ensure that planning will continuously reflect the successes and lessons learned from previous activities, the City monitors the effectiveness of its programs and initiatives, and prepares reports for submission to the U.S. Department of Housing and Urban Development as required by the program regulations.

The City enters into binding subrecipient contract agreements with organizations receiving federal funds. These agreements provide a basis for enforcing the goals and objectives of the Action Plan, the federal rules and regulations, and the time frame to achieve the stated accomplishments. The agreements contain remedies in the event of a breach of the provisions by the subrecipient parties.

The overriding goal of monitoring is to ensure that services are provided as prescribed in the subrecipient contract, and to identify deficiencies and remedial actions. The emphasis is on prevention, detection and correction of problems. Toward this end, all monthly and quarterly reports submitted by the subrecipients are thoroughly examined to ensure compliance. Furthermore, on-site technical assistance visits and monitoring visits are performed throughout the program year.

Communication is the key to a good working relationship with the subrecipient agencies. Monitoring is an ongoing process involving continuous subrecipient communication and evaluation. The staff of the Housing and Community Development Division is experienced in subrecipient monitoring criteria and techniques.

GUIDELINES FOR THE RECAPTURE OF HOME FUNDS

Homebuyer Program

The City shall require each homebuyer assisted under the HOME Program to execute a mortgage, which is recorded in the public records. The Mortgage shall be recorded as a lien against the property to ensure that if the property is sold, refinanced (unless for the purpose of reducing the principle mortgage rate, or property repairs and improvements) transferred, or ceases to serve as a primary residence before the end of the affordability period, the grantee or homebuyer shall return to the City the full HOME subsidy that enabled the homebuyer to buy the individual dwelling unit. If the net proceeds from such sale (after deducting the owner's investment and closing costs) are less than the full amount of the HOME subsidy, the City shall recapture the entire balance of whatever net proceeds are available for use in other eligible HOME activities. This option will allow the homebuyer to capture market return and provides incentives to utilize equity to make repairs and property improvements. The occupancy of units will be monitored for the required affordability period based upon the amount of direct HOME subsidy provided to the homebuyer.

Rental Projects

The City shall require each grantee assisted under the HOME Program to execute a mortgage, which is recorded in the public records. The Mortgage shall be recorded as a lien against the property to ensure that if the property is sold or transferred, the grantee shall return to the City the full HOME subsidy that enabled the grantee to buy and/or rehabilitate the property or individual dwelling unit. If the net proceeds from such sale (after deducting the owner's investment and closing costs) are less than the full amount of the HOME subsidy, the City shall recapture the entire balance of whatever net proceeds are available for use in other eligible HOME activities. This option will allow the grantee to capture market return and provides incentives to utilize equity to make repairs and property improvements. The projects will be monitored for the required affordability period to ensure occupancy by low to moderate-income renters; furthermore housing developments and individual dwelling units assisted with HOME funds will be monitored accordingly to ensure compliance with minimum housing standards for safe and sanitary conditions.

AFFIRMATIVE MARKETING STRATEGY

The City of Miami Beach requires that any organization who receives HOME funds to develop, implement and monitor an affirmative marketing strategy plan. Included in this plan are specific requirements to affirmatively market their program so that individuals of similar income levels in the same housing market areas have a similar range of housing choices available to them regardless of their race, color, or national origin, religion, physical or mental disability, sex, familial status, or sexual orientation. Organizations must also take every reasonable step to inform and solicit applications from persons in the available housing market who are not likely to apply for the housing without special outreach and advertising efforts.

This can be accomplished by soliciting applications by advertising in sources likely to produce eligible persons from all racial, ethnic and gender groups from sources including community organizations, churches, employment centers and housing agencies. All organizations must comply with all requirements set forth in 24 CFR 92.351 of the HOME Program.

HOME recipients' affirmative marketing efforts are periodically reviewed internally and employees involved in the marketing application process and/or tenant selection will be instructed on the obligations for affirmative marketing. In addition, the City periodically reviews their marketing efforts and provides technical assistance as needed.

LEVERAGE/MATCH

Match requirements for the HOME Investment Partnerships Program will be met with SHIP dollars and other eligible sources of match.

Appendix 1
2006/2007 Listing of Proposed Projects

Appendix 2
Geographic Distribution of Projects

Appendix 3
Citizen Participation Process
Planning Phase Schedule
Citizen's Comments

2006 PLANNING PHASE SCHEDULE, YR 32

JAN 24 (TUE)	Community Development Advisory Committee (CDAC) meeting - 6:00 p.m. (meeting cancelled for lack of a quorum)
JAN 27 (FRI)	Request for Proposals (RFP) notification letter sent to individuals/agencies on mailing list
JAN 29 (SUN)	Advertisement regarding Community Development Block Grant (CDBG) RFP (English)
JAN 30 (MON)	Advertisement regarding Community Development Block Grant (CDBG) RFP (Spanish)
FEB 1 (WED)	CDAC meeting – 6:00 p.m.
FEB 2 (THU)	CDBG RFP available
MAR 3 (FRI)	Proposals due - 5:00 p.m. deadline
MAR 16 (SUN)	Advertisement of CDAC meeting followed by Pre-Development Public Hearing on March 21 (English)
MAR 17 (MON)	Advertisement of Pre-Development Public Hearing on March 21 (Spanish)
MAR 21 (TUE)	Public Hearing for Pre-Development of One-Year Action Plan and CDAC meeting - 6:00 p.m. (CDAC meeting cancelled for lack of a quorum)
APRIL	Celebration of Fair Housing Month
APRIL 17-23	Community Development (CD) Week
APRIL 13	Advertisement of Fair Housing Month Celebration and Fair Housing Workshop (English and Spanish)
APRIL 24	Fair Housing Workshop at the Miami Beach Botanical Gardens 10:00 a.m.-11:00 a.m. to celebrate Fair Housing Month and CD Week
APRIL 26 (WED)	CDAC meeting - Proposal Presentations – 9:00 a.m.-5:00 p.m.
MAY 15 (MON)	CDAC meeting - Proposal Deliberation - 6:00 - 9:00 p.m.
MAY 16 (TUE)	CDAC Meeting with the City Manager to finalize funding recommendation - 6:00-9:00 p.m.
JUNE 8 (THU)	Advertisement of Public Hearing on June 14 (English/Spanish)
JUNE 8 (THU)	Advertisement of 30-Day Comment Period begins on the Draft of the One-Year Action Plan (English/Spanish)
JUNE 8 (THU)	30-Day Comment Period begins on the Draft of the One-Year Action Plan
JUNE 13 (TUE)	Public Hearing on development of the One-Year Action Plan followed by CDAC meeting

City of Miami Beach
One-Year Action Plan for Federal Funds
Fiscal Year 2006-2007

JULY 8 (SAT)	30-day comment period ends on the Draft of the One-Year-Action Plan
JULY 12 (WED)	One-Year Action Plan sent to City Commission for approval
AUG 16 (MON)	Deadline for One-Year Action Plan to be submitted to HUD
AUG 22 (MON)	CDBG awarded funds notification letter sent to subrecipients
SEPT	Annual Environmental Review – for preceding fiscal year of upcoming funded activities
SEPT	Rental housing property standards inspection
SEPT 30 (SAT)	Semi-Annual Labor Standards Enforcement Report Summary – due within 10 days after September 30; Section 3 Summary Report due
SEPT 30 (SAT)-	HUD form 2516 – Grantee Contract and Subcontract Activity Report/
OCT 10 (TUE)	MBE Report is submitted to HUD – due within 10 days after September 30
OCT 1 (SUN)	FY 2006/2007, Program Year 32 begins
OCT 18 (TUE)	CDAC meeting - 6:00 p.m.
DEC 29 (FRI)	Deadline for Consolidated Annual Performance and Evaluation Report (CAPER) to be submitted to HUD and HOME match report due

**Housing and Community Development
One Year Action Plan – Fiscal Year 2006-07
Citizen Comments**

SPEAKERS:

Public Hearing – March 15, 2005

Richard Goodman – Spoke on behalf of Prime Time Seniors describing the services provided by the program and how beneficial are their activities for the senior citizens of Miami Beach.

Jerome Berman – Spoke on behalf of Prime Time Seniors to emphasize the importance of supporting that organization to enable them to provide services to the senior citizens of Miami Beach.

Jacqueline Hertz, founder of Prime Time Seniors - Ms. Hertz explained the situation that led the organization to submit an incomplete application, stating that she only filled out the first two pages of the Request for Proposal.

Roberto Datorre – Spoke on behalf of Miami Beach Community Development Corporation (MBCDC), stating that for 24 years this organization has had a standing relationship with the City of Miami Beach having numerous accomplishments, providing affordable rental and many other services to the citizens of Miami Beach.

Public Hearing – June 14, 2005

Roberto Datorre – Spoke on behalf of Miami Beach Community Development Corporation (MBCDC) to support the Community Development Advisory Committee (CDAC) and the City staff on their efforts to support programs that assist the really needy people of Miami Beach and to encourage the City to continue improving services to help them.

Margarita Cepeda Leonardo – Spoke on behalf of Unidad of Miami Beach stating that she supports CDAC's efforts to distribute the Community Development Block Grant (CDBG) across the needs of the community and that she is very pleased with the process.

**Appendix 4
CDBG FY 2006/2007 Funding Ledger**

CMB - CDBG Funding Ledger (Recap)										
FY 2006/2007										
CMB SETASIDE		Project	Granted FY 2002/03	Granted FY 2003/04	Granted FY 2004/05	Granted FY 2005/06	Requested FY2006/07	CDAC Recommend	Staff Recommend	Funding Available
Prp. #	Organization									Final
CMB	Administration		635,400	632,600	523,600	525,550	496,844	496,844	496,844	496,844
CMB	Section 108 Loan Principal		340,000	360,000	380,000	405,000	210,000	210,000	210,000	210,000
CMB	Serv Del. Code Enforcem't		42,000	45,000	72,581	80,000	80,000	0.00	0.00	0.00
			1,017,400	1,037,600	976,181	1,010,550	786,844	706,844	706,844	706,844
PUBLIC SERVICES		Project	Granted FY 2002/03	Granted FY 2003/04	Granted FY 2004/05	Granted FY 2005/06	Requested FY2006/07	CDAC Recommend	Staff Recommend	Funding Available
Prp. #	Organization									Final
03	Boys & Girls Club	Juvenile Program	52,000	40,000	45,000	45,000	65,404	41,459	41,459	41,459
08	Food for Life Network	Home Delivery Groceries	15,000	10,000	13,000	13,000	58,265	11,977	11,977	11,977
09	Food for Life Network	Home Delivery Meals	15,000	10,000	13,000	13,000	32,850	11,977	11,977	11,977
10	HELP	HIV Education & Law Project	0	0	15,000	15,000	40,000	13,820	13,820	13,820
12	JCS	Homeless Outreach	20,000	15,000	15,000	15,000	28,676	13,820	13,820	13,820
13	JCS	MB Senior Center	14,250	10,000	15,000	15,000	46,273	13,820	13,820	13,820
14	JCS	MB Senior Meals	19,000	15,000	25,000	25,000	38,990	23,030	23,030	23,030
16	Little Havana Activity Ctr.	Elderly Meals	45,500	41,500	50,000	50,000	126,334	46,065	46,065	43,565
17	Little Havana Activity Ctr.	Rainbow Daycare	56,500	40,000	50,000	50,000	103,584	46,065	46,065	46,065
31	MB Adult & Com. Educ.	Afterschool Care	0	5,000	20,000	20,000	60,000	18,426	18,426	18,426
23	MB Comm. Health Ctr.	Beverly Press Ctr.	40,000	30,000	35,000	35,000	500,000	32,246	32,246	32,246
24	MB Comm. Health Ctr.	Hi-Tides School Health	20,000	20,000	25,000	10,163	60,000	9,363	9,363	9,363
29	Montessori Academy	Scholarships Program	15,000	13,000	15,000	15,000	17,000	0.00	11,853	6,853
34	Prime Time Seniors	Prime Time Seniors	0	0	0	15,000	40,000	5,000	0.00	0.00
35	RAIN Parents	Family Services	38,000	35,000	40,000	40,000	45,000	36,886	36,886	36,886
36	Shelbourne House	Shelbourne House	22,000	17,000	18,000	18,000	30,000	16,583	16,583	16,583
39	UNIDAD	Project Link	20,000	15,000	15,000	15,000	61,023	13,820	13,820	13,820
37	Sunflower Society	Art for Kids	0.00	0.00	0.00	0.00	7,150	0.00	0.00	0.00
33	Non Violence Project USA	Ambassadors	0.00	0.00	0.00	0.00	10,000	0.00	0.00	0.00
07	Drug-free Youth in Town	DFYIT & SoBe SOBER	0.00	0.00	0.00	0.00	25,000	0.00	0.00	0.00
02	ASPIRA of Florida	ASPIRA Clubs System	0.00	0.00	0.00	0.00	45,027	0.00	0.00	2,500
01	American Veteran News	AVN Food Assistance	0.00	0.00	0.00	0.00	57,900	6,853	0.00	5,000
			392,250	316,500	409,000	409,163	1,353,399	361,209	361,209	361,209

Adopted July 31, 2002

Appendix 5
Guidelines for the Recapture of HOME Funds
Leverage/Match

GUIDELINES FOR THE RECAPTURE OF HOME FUNDS

Homebuyer Program

The City shall require each homebuyer assisted under the HOME Program to execute a mortgage, which is recorded in the public records. The Mortgage shall be recorded as a lien against the property to ensure that if the property is sold, refinanced (unless for the purpose of reducing the principle mortgage rate, or property repairs and improvements) transferred, or ceases to serve as a primary residence before the end of the affordability period, the grantee or homebuyer shall return to the City the full HOME subsidy that enabled the homebuyer to buy the individual dwelling unit. If the net proceeds from such sale (after deducting the owner's investment and closing costs) are less than the full amount of the HOME subsidy, the City shall recapture the entire balance of whatever net proceeds are available for use in other eligible HOME activities. This option will allow the homebuyer to capture market return and provides incentives to utilize equity to make repairs and property improvements. The occupancy of units will be monitored for the required affordability period based upon the amount of direct HOME subsidy provided to the homebuyer.

Rental Projects

The City shall require each grantee assisted under the HOME Program to execute a mortgage, which is recorded in the public records. The Mortgage shall be recorded as a lien against the property to ensure that if the property is sold or transferred, the grantee shall return to the City the full HOME subsidy that enabled the grantee to buy and/or rehabilitate the property or individual dwelling unit. If the net proceeds from such sale (after deducting the owner's investment and closing costs) are less than the full amount of the HOME subsidy, the City shall recapture the entire balance of whatever net proceeds are available for use in other eligible HOME activities. This option will allow the grantee to capture market return and provides incentives to utilize equity to make repairs and property improvements. The projects will be monitored for the required affordability period to ensure occupancy by low to moderate-income renters; furthermore housing developments and individual dwelling units assisted with HOME funds will be monitored accordingly to ensure compliance with minimum housing standards for safe and sanitary conditions.

AFFIRMATIVE MARKETING STRATEGY

The City of Miami Beach requires that any organization who receives HOME funds to develop, implement and monitor an affirmative marketing strategy plan. Included in this plan are specific requirements to affirmatively market their program so that individuals of similar income levels in the same housing market areas have a similar range of housing choices available to them regardless of their race, color, or national origin, religion, physical or mental disability, sex, familial status, or sexual orientation. Organizations must also take every reasonable step to inform and solicit applications from persons in the available housing market who are not likely to apply for the housing without special outreach and advertising efforts.

This can be accomplished by soliciting applications by advertising in sources likely to produce eligible persons from all racial, ethnic and gender groups from sources including community organizations, churches, employment centers and housing agencies. All organizations must comply with all requirements set forth in 24 CFR 92.351 of the HOME Program.

HOME recipients' affirmative marketing efforts are periodically reviewed internally and employees involved in the marketing application process and/or tenant selection will be instructed on the obligations for affirmative marketing. In addition, the City periodically reviews their marketing efforts and provides technical assistance as needed.

LEVERAGE/MATCH

Match requirements for the HOME Investment Partnerships Program will be met with SHIP dollars and other eligible sources of match.

Appendix 6
Federal Certifications

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and

- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized Official

Date

JORGE M. GONZALEZ, CITY MANAGER

Name/Title

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities, which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 1999 through 2001 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with the requirements of 24 CFR '570.608;

Compliance with Laws -- It will comply with applicable laws.

Signature/Authorized Official

Date

JORGE M. GONZALEZ, CITY MANAGER

Name /Title

OPTIONAL CERTIFICATION
CDBG

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature/Authorized Official

Date

JORGE M. GONZALEZ, CITY MANAGER

Name /Title

ESG Certifications

The Emergency Shelter Grantee certifies that:

Major rehabilitation/conversion -- It will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for at least 10 years. If the jurisdiction plans to use funds for purposes less than tenant-based rental assistance, the applicant will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for at least 3 years.

Essential Services -- It will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure as long as the same general population is served.

Renovation -- Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services -- It will assist homeless individuals in obtaining appropriate supportive services, including permanent housing, medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living, and other Federal State, local, and private assistance.

Matching Funds -- It will obtain matching amounts required under 2576.71 of this title.

Confidentiality -- It will develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement -- To the maximum extent practicable, it will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, operating facilities, and providing services assisted through this program.

Consolidated Plan -- It is following a current HUD-approved Consolidated Plan or CHAS.

Signature/Authorized Official

Date

JORGE M. GONZALEZ, CITY MANAGER

Name/Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR ? 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in ? 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature/Authorized Official

Date

JORGE M. GONZALEZ, CITY MANAGER

Name/Title

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature/Authorized Official

Date

JORGE M. GONZALEZ, CITY MANAGER

Name/Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies. (This is the information to which jurisdictions certify).
4. For grantees who are individuals, Alternate II applies. (Not applicable jurisdictions.)
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).

8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

City of Miami Beach, City Hall
1700 Convention Center Drive
Miami Beach, FL 33139

Check X if there are workplaces on file that are not identified here; The certification with regard to the drug-free workplace required by 24 CFR part 24, subpart F.

9. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

**Appendix 7
Copies of Advertisements**

THIS PAGE INTENTIONALLY LEFT BLANK

Condensed Title:

A Resolution authorizing the Mayor and City Clerk to execute the attached HOME Investment Partnerships (HOME) Program Agreement with MBCDC: Westchester Apartments LLC, as the approved assignee to Miami Beach Community Development Corporation (MBCDC), providing \$167,613 of HOME Program funds from fiscal year 2005/06 to MBCDC for the rehabilitation of the Westchester Apartments, located at 516 15th Street, Miami Beach, to provide 24 rental units for income-eligible participants in accordance with the HOME Program requirements.

Key Intended Outcome Supported:

Increase access to workforce or affordable housing.

Issue:

Shall the City enter into a HOME Program Agreement which provides \$167,613 of HOME Program funds for the rehabilitation of the Westchester Apartments, located at 516 15th Street, Miami Beach, to provide 24 rental units for income eligible participants in accordance with the HOME Program requirements.

Item Summary/Recommendation:

During April 2006, MBCDC responded to a FY 2005/06 HOME Program Notice of Funding Availability, requesting \$367,613 toward the cost of rehabilitation of the Westchester Apartments, located at 516 15th Street, to provide 24 rental units for income-eligible participants in accordance with the HOME Program requirements. Total funding for this project, from all sources (City of Miami Beach, City of Miami, Miami-Dade County and private bank financing), amounts to \$4,080,462. The renovation cost for the 12,760 square foot project is \$2,301,160 which comes to \$180 per square foot or \$95,882 per unit. The request was favorably reviewed by Administration and recommended for funding.

Advisory Board Recommendation:

On June 2, 2006, the Loan Review Committee (LRC) reviewed and recommended approval by the City Commission for MBCDC to be awarded \$167,613 toward the cost of rehabilitation of the Westchester Apartments, located at 516 15th Street to provide 24 rental units for income-eligible participants in accordance with the HOME Program requirements.

Financial Information:

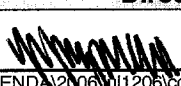
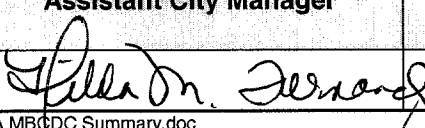

Source of Funds:	Amount	Account	Approved
1	\$167,613	151-5234- 000349	
2			
3			
4			
Total	\$167,613		

OBPI

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Vivian P. Guzmán

Sign-Offs: Department Director	Assistant City Manager	City Manager
		

T:\AGENDA\2006\011206\consent\2006 HOME NOFA MBCDC Summary.doc





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 12, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM AGREEMENT WITH THE MBCDC: WESTCHESTER APARTMENTS, LLC, AS THE APPROVED ASSIGNEE TO MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION (MBCDC), PROVIDING \$167,613 OF FISCAL YEAR 2005/06 HOME PROGRAM FUNDS, FOR THE REHABILITATION OF THE WESTCHESTER APARTMENTS, LOCATED AT 516 15TH STREET, MIAMI BEACH, TO PROVIDE 24 RENTAL UNITS FOR INCOME-ELIGIBLE PARTICIPANTS IN ACCORDANCE WITH THE HOME PROGRAM REQUIREMENTS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On July 2, 2003, via Resolution No. 2003-25259, the City Commission granted Miami Beach Community Development Corporation's (MBCDC) request to purchase and rehabilitate the Westchester Apartments, located at 516 15th Street, Miami Beach (the Project), utilizing \$1,007,473 in HOME Program funds previously allocated to MBCDC, (\$207,473 from FY 01/02 and the \$800,000 from FY 02/03). Additional funding for this project was provided as follows:

On April 20, 2005, the City Commission approved Resolution No. 2005-25864, which awarded \$298,218 of HOME NOFA funds to MBCDC, for the rehabilitation of the Project, and approved and consented to a one-time only assignment of MBCDC's rights and obligations for the Project to MBCDC: Westchester Apartments LLC.

On December 7, 2005, the City Commission approved Resolution No. 2005-26065, which awarded \$522,493 of HOME NOFA program funds to be used for rehabilitation of the Project.

On April 11, 2006, the City Commission approved Resolution No. 2006-26163, which awarded \$300,000 of HOME Set-Aside program funds to be used for rehabilitation of the Project.

During April 2006, MBCDC submitted a funding application in response to the City's FY 2005/06 HOME Notice of Funding Availability (NOFA), requesting the total amount of the NOFA, \$367,613, in order to fund the rehabilitation of the Westchester Apartments. The property contains a three-story Mediterranean revival structure built in 1926, which is listed as having 10,420 square feet, according to County tax rolls. The square footage, after renovations and actual measurement, will be 12,760. The building currently is configured into 30 apartments, of which six are one-bedroom units and 24 are efficiency units. In accordance with the report from the architect, Arthur J. Marcus Architect P.A., the 24 efficiency units were reconfigured to comply with the City's average square foot planning and zoning requirement for residential units. Therefore, the resulting reconfiguration will be approximately 12 one-bedroom apartment units and 12 efficiency units. The units will be rented to income-eligible participants qualifying under the HOME Program requirements.

The proposed scope of work, based on a preliminary evaluation, included the following: reconstruction of the front porch with side wing walls and historic façade renovation, repairs of spalled concrete, roof repairs and reconstruction of fire damaged roof area, new windows and doors, exterior paint, repair and replace deteriorated wood structural members, new non-load bearing construction with new mechanical, electrical, plumbing and fire sprinkler systems. In order to comply with ADA requirements, MBCDC is planning to request a waiver for the accessibility ramps because of insufficient space. However, MBCDC will comply with all other ADA requirements. The building is vacant and no tenants will be relocated.

Total funding for this project, from all sources (City of Miami Beach, City of Miami, Miami-Dade County, and private bank financing), amounts to \$4,080,462. The renovation cost for the 12,760 square foot project is \$2,301,160 which comes to \$180 per square foot or \$95,882 per unit.

On June 2, 2006, the Loan Review Committee reviewed MBCDC's request for \$367,613 of FY 2006 HOME NOFA funds for the Project, and has recommended approval by the City Commission to award HOME Program Set-Aside funds in the amount of \$167,613.

CONCLUSION

The Administration recommends that the Mayor and City Commission authorize the Mayor and City Clerk to execute the attached HOME Investment Partnerships (HOME) Program Agreement with the MBCDC: Westchester Apartments, LLC, as the approved assignee to the Miami Beach Community Development Corporation (MBCDC), providing \$167,613, of Fiscal Year 2005/06 HOME Program funds, for the rehabilitation of the Westchester Apartments, located at 516 15th Street, Miami Beach, to provide 24 rental units for income-eligible participants in accordance with the HOME Program requirements.

HMF/VPS/TU/EJB

T:\AGENDA\2006\jul1206\consent\2006 HOME NOFA MBCDC comm memo.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM AGREEMENT WITH THE MBCDC: WESTCHESTER APARTMENTS, LLC, AS THE APPROVED ASSIGNEE OF MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION (MBCDC), PROVIDING \$167,613 OF FISCAL YEAR 2005/06 HOME PROGRAM FUNDS, FOR THE REHABILITATION OF THE WESTCHESTER APARTMENTS, LOCATED AT 516 15TH STREET, MIAMI BEACH, TO PROVIDE 24 RENTAL UNITS FOR INCOME-ELIGIBLE PARTICIPANTS IN ACCORDANCE WITH THE HOME PROGRAM REQUIREMENTS.

WHEREAS, on February 18, 1992, the City was designated by the U.S. Department of Housing and Urban Development (HUD) as a Participating Jurisdiction to receive funds through the HOME Investment Partnerships (HOME) Program under 24 CFR 92; and

WHEREAS, the City has established a HOME Investment Partnerships Program (HOME Program) under the rules of the U.S. Department of Housing and Urban Development (U.S. HUD), which provides financial assistance for the purpose of providing affordable housing within the City; and

WHEREAS, on April 8, 1993, the Mayor and City Commission approved Resolution No. 93-20756, designating Miami Beach Community Development Corporation (MBCDC) as a qualified Community Housing Development Organization (CHDO) under the HOME Program; and

WHEREAS, in accordance with the HOME Program regulations, the City must reserve a minimum of fifteen (15%) percent of each fiscal year's HOME allocation for a CHDO set-aside for investment in housing to be developed, sponsored or owned by a designated CHDO; and

WHEREAS, on July 2, 2003, the Mayor and City Commission approved Resolution No. 2003-25259, which approved MBCDC's request to the City to utilize \$1,007,473 of the previously allocated Fiscal Year 2001/2002 and Fiscal Year 2002/2003 CHDO funds for a CHDO project to acquire and rehabilitate the apartment building known as the Westchester Apartments, located at 516 15th Street, Miami Beach (the Project); and

WHEREAS, on April 20, 2005, the Mayor and City Commission approved Resolution 2005-25864, which awarded \$298,218 of Fiscal Year 2003/04 HOME Program funds to MBCDC for rehabilitation of the Project; and, accordingly, agreed and consented to a one-time only assignment of MBCDC's rights and obligations for the Project to MBCDC: Westchester Apartments, LLC, a not for profit limited liability corporation created by MBCDC as a successor in interest and title to the Project; and

WHEREAS, on December 7, 2005, the Mayor and City Commission approved Resolution No. 2005-26065, which awarded \$522,493 of HOME Program funds to MBCDC for rehabilitation of the Project; and

WHEREAS, on April 11, 2006, the Mayor and City Commission approved Resolution No. 2006-26163, which awarded \$300,000 of HOME Program funds to MBCDC for rehabilitation of the Project; and

WHEREAS, on June 2, 2006, the City's Loan Review Committee reviewed a HOME Notice of Funding Availability request submitted by MBCDC for the Project, and recommended that the Mayor and City Commission approve and award HOME Program set-aside funds, in the amount of \$167,613; and

WHEREAS, the Administration would hereby recommend that the Mayor and City Commission approve and authorize the Mayor and City Clerk to execute the attached HOME Investment Partnerships (HOME) Agreement with MBCDC: Westchester Apartments LLC, (as successor in interest to MBCDC for the Project).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Clerk are hereby authorized to execute a HOME Investment Partnerships (HOME) Program Agreement with MBCDC: Westchester Apartments LLC, as the approved assignee to Miami Beach Community Development Corporation (MBCDC), providing \$176,613 of HOME Program funds from Fiscal Year 2005/06 to MBCDC for the rehabilitation of the Westchester Apartments, located at 516 15th Street, Miami Beach, to provide 24 rental units for income-eligible participants in accordance with the HOME Program requirements.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2006

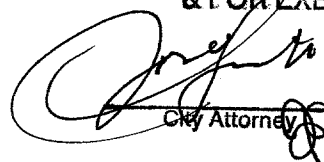
ATTEST:

CITY CLERK

MAYOR

T:\AGENDA\2006\jul1206\consent\2006 HOME NOFA MBCDC Resolution.doc

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

6/26/06

Date

Condensed Title:

A Resolution authorizing the Mayor and City Clerk to execute the attached HOME Investment Partnerships (HOME) Program Agreement with the Housing Authority of the City of Miami Beach (HACMB), providing \$200,000 of Fiscal Year 2005/06 HOME Program funds, for the construction of a thirty (30) unit apartment building, to be located at 321-327 Michigan Avenue, Miami Beach, for income-eligible elderly persons, in accordance with the HOME Program requirements.

Key Intended Outcome Supported:

Increase access to workforce or affordable housing.

Issue:

Shall the City enter into a HOME Program Agreement which provides \$200,000 of Fiscal Year 2005/06 HOME Program funds, for the construction of a thirty (30) unit apartment building, to be located at 321-327 Michigan Avenue, Miami Beach, for income-eligible elderly persons, in accordance with the HOME Program requirements.

Item Summary/Recommendation:

During April 2006, HACMB responded to a FY 2005/06 HOME Program Notice of Funding Availability, requesting \$367,613 toward the cost of constructing a thirty (30) unit apartment building, to be located at 321-327 Michigan Avenue, to provide rental units for income-eligible elderly persons in accordance with the HOME Program requirements. Total funding for this project, from all sources (City of Miami Beach, Miami-Dade County, the Florida Housing Finance Corporation and private bank financing), amounts to \$5,018,607. The construction cost for the 10,420 square foot project is \$3,960,000, or \$380 per square foot/\$132,000 per unit. The request was favorably reviewed by Administration and recommended for funding.

Advisory Board Recommendation:

On June 2, 2006, the Loan Review Committee (LRC) reviewed and recommended approval by the City Commission for HACMB to be awarded \$200,000 toward the cost of the constructing of a thirty (30) unit apartment building, to be located at 321-327 Michigan Avenue, Miami Beach, for income-eligible elderly persons, in accordance with the HOME Program requirements.

Financial Information:

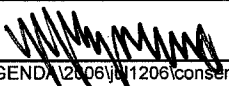
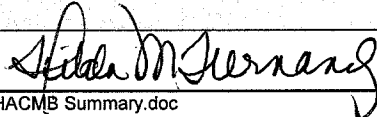
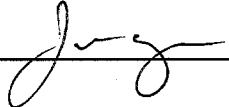
Source of Funds:	Amount	Account	Approved
1	\$200,000	151-5234- 000349	
2			
3			
4			
Total	\$200,000		

OBPI

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Vivian P. Guzmán

Sign-Offs: Department Director	Assistant City Manager	City Manager
		

T:\AGENDA\2006\1206\consent\2006 HOME NOFA HACMB Summary.doc





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 12, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF MIAMI BEACH (HACMB), PROVIDING \$200,000 OF FISCAL YEAR 2005/06 HOME PROGRAM FUNDS, FOR THE CONSTRUCTION OF A THIRTY (30) UNIT APARTMENT BUILDING, TO BE LOCATED AT 321-327 MICHIGAN AVENUE, MIAMI BEACH, FOR INCOME-ELIGIBLE ELDERLY PERSONS, IN ACCORDANCE WITH THE HOME PROGRAM REQUIREMENTS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The Housing Authority of the City of Miami Beach (HACMB) owns three contiguous parcels at 321-327 Michigan Avenue. During April 2006, HACMB submitted a funding application in response to the City's FY 2005/06 HOME Notice of Funding Availability (NOFA), requesting the total amount of the NOFA, \$367,613, to be used toward the construction of a new thirty (30) unit apartment building for low-income elderly persons. The resulting average unit size will be 550 square feet; all units will be one-bedroom, one-bath, and handicap accessible/ADA compliant. This four-story building will be located within one block of HACMB offices. The building will have a total finished area of 10,420 square feet. The units will be rented to income-eligible elderly participants qualifying under the HOME Program requirements.

On June 2, 2006, the Loan Review Committee reviewed HACMB's request for \$367,613 of FY 2006 HOME NOFA funds for the Project, and has recommended that the City Commission award HOME Program funds to HACMB in the amount of \$200,000.

The \$200,000 of HOME funds requested with this application would be combined with other secured funding in the amount of \$4,362,100 (this amount does not reflect the land equity value of \$1,440,000 and \$288,894 in deferred developer fees) for this project.

Total funding for this project, from all sources, amounts to \$5,018,607. The construction cost for the 10,420 square foot project \$3,960,000, or \$380 per square foot/\$132,000 per unit.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve and authorize the Mayor and City Clerk to execute the attached HOME Investment Partnerships (HOME) Program Agreement with the Housing Authority of the City of Miami Beach (HACMB), providing \$200,000 of Fiscal Year 2005/06 HOME Program funds, for the construction of a thirty (30) unit apartment building, to be located at 321-327 Michigan Avenue, Miami Beach, for income-eligible elderly persons, in accordance with the HOME Program requirements.

JMG/HMF/RG/TU/EJB

T:\AGENDA\2006\jul1206\consent\2006 HOME NOFA HACMB comm memo.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF MIAMI BEACH (HACMB), PROVIDING \$200,000 OF FISCAL YEAR 2005/06 HOME PROGRAM FUNDS, FOR THE CONSTRUCTION OF A THIRTY (30) UNIT APARTMENT BUILDING, TO BE LOCATED AT 321-327 MICHIGAN AVENUE, MIAMI BEACH, FOR THE CREATION OF RENTAL HOUSING FOR INCOME-ELIGIBLE ELDERLY PARTICIPANTS, IN ACCORDANCE WITH THE HOME PROGRAM REQUIREMENTS.

WHEREAS, on February 18, 1992, the City was designated by the U.S. Department of Housing and Urban Development (HUD) as a Participating Jurisdiction to receive funds through the HOME Investment Partnerships (HOME) Program under 24 CFR 92; and

WHEREAS, the City has established a HOME Investment Partnerships Program (HOME Program) in accordance with HUD rules, which provides financial assistance for the purpose of providing affordable housing within the City; and

WHEREAS, the City issued a HOME Notice of Funding Availability (NOFA) on April 3, 2006, for affordable rental housing and homeownership development, with a closing date of May 1, 2006; and

WHEREAS, on May 19 and on June 2, 2006, the City's Loan Review Committee reviewed the HOME NOFA responses submitted, including the response by HACMB, for the construction of a thirty (30) unit apartment building, to be built on the three contiguous parcels owned by the Housing Authority, located at 321-327 Michigan Avenue, to provide affordable rental housing for elderly income eligible persons, and recommended that the Mayor and City Commission approve and award HOME Program funds, in the amount of \$200,000; and

WHEREAS, the Administration would hereby recommend that the Mayor and City Commission approve and authorize the Mayor and City Clerk to execute the attached HOME Agreement with HACMB.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Clerk are hereby approved and authorized to execute a HOME Investment Partnerships (HOME) Program agreement with Housing Authority of the City of Miami Beach (HACMB), providing \$200,000 of HOME Program funds from fiscal year 2005/06 to HACMB, for the construction of a thirty (30) unit apartment building, to be located at 321-327 Michigan Avenue, Miami Beach, for the creation of rental housing for income-eligible elderly persons, in accordance with the HOME Program requirements.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2006

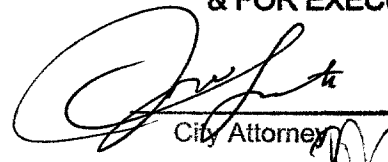
ATTEST:

CITY CLERK

MAYOR

T:\AGENDA\2006\jul1206\consent\2006 HOME NOFA HACMB Resolution.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

7/5/06

Date

COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution Accepting the City Manager's Recommendation Pertaining to the Ranking of Firms for Parking Meter Collection Services, Authorizing the Administration to Enter into Negotiations, and Authorizing the Mayor and City Clerk to Execute an Agreement for Parking Meter Collection Services for the City's Parking System.

Key Intended Outcome Supported:

Improve the City's Overall Financial Health and Maintain Overall Bond Rating

Issue:

Shall the Commission Adopt the Resolution?

Item Summary/Recommendation:

On June 27, 2001, the Mayor and City Commission authorized the execution of a professional services agreement for parking meter collection services with Standard Parking. This agreement is scheduled to expire on September 28, 2006, with no further renewal options. The City's Parking System continues to have a need for meter collection services for single space meters and multi-space pay stations.

On March 8, 2006 the City Commission authorized the issuance of an RFP to solicit proposals for the parking meter collection services for the City's Parking System.

Request for Proposals (RFP) No.017-05/06 was issued for Parking Meter Collection Services for the City's Parking System. Responsive proposals were received from Standard Parking Corporation; Imperial Parking (U.S.), Inc.; and WorldWide Parking, Inc.

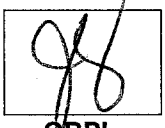
An Evaluation Committee appointed by the City Manager reviewed the proposals, then scored and ranked the three proposals. Based on the published evaluation criteria, all five Committee Members ranked Standard Parking Corporation as number one, and Imperial Parking (U.S.), Inc. as number two.

The Administration recommends approval.

Advisory Board Recommendation:


N/A

Financial Information:

Source of Funds:	Amount	Account	Approved
 OBPI	1	Not to Exceed \$300,000	480-0462-000325; Parking Fund, On-Street Division
	2		
	3		
	4		
	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Gus Lopez, Procurement 

Sign-Offs:

Department Director	Assistant City Manager	City Manager
SF	RCM 	JMG 

T: \AGENDA\2006\JUL1206\Consent\MeterCollectionSummary.doc





COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 12, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 17-05/06 FOR PARKING METER COLLECTION SERVICES FOR THE CITY'S PARKING SYSTEM; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED FIRM OF STANDARD PARKING CORPORATION, AND SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH THE TOP-RANKED FIRM, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE SECOND-RANKED FIRM OF IMPERIAL PARKING (U.S.), INC.; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON THE COMPLETION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

Not to exceed \$300,000

Funding is available from the Parking Fund, On-Street Division, Account Number 480-0462-000325

ANALYSIS

On June 27, 2001, the Mayor and City Commission authorized the execution of a professional services agreement for parking meter collection services with Standard Parking. This agreement is scheduled to expire on September 28, 2006, with no further renewal options. The City's Parking System continues to have a need for meter collections services for single space meters and multi-space pay stations. On March 8, 2006, the City Commission authorized the issuance of an RFP which to solicit proposals for the parking meter collection services for the City's Parking System.

Standard Parking's current rate is \$0.49 per single space meter collected and \$4.90 per pay station collected. Parking meter collection services for FY 2004/05 were \$209,304 and are projected to be \$187,891 for FY 2005/06.

Upon approval to negotiate with Standard Parking, the negotiation team will inquire as to the reasons for the substantial increase of their proposed rate of \$0.65 per single space meter and \$6.50 per pay station, which equates to a 32% increase from their current rate.

RFP PROCESS

On March 27, 2006, RFP No. 17-05/06 was issued and notices sent to over 20 firms, which resulted in the receipt of three proposals from the following firms:

Standard Parking Corporation
Imperial Parking (U.S.), Inc.
WorldWide Parking, Inc.

On May 31, 2006, the City Manager via Letter to Commission No. 145-2006, appointed an Evaluation Committee (the "Committee"), consisting of the following individuals:

Scott Needleman	G.O. Bond Committee
Ron Brenesky	Transportation and Parking Committee
Art Noriega	Executive Director, Miami Parking Authority
Chuck Adams	Assistant Parking Director, City of Miami Beach
Margarita Cepeda	Executive Director, One Stop Career Center

The Committee convened on June 19, 2006, and was provided with an overview of the project, information relative to the City's Cone of Silence Ordinance, and the Government in the Sunshine Law. Ron Brenesky was nominated as chairperson of the Committee.

The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFP, which was as follows (total possible 100 points):

- Proposer's Experience and Qualifications with Providing Services requested in the RFP - 20 points
- Quality of Proposed Operational Plan – 15 points
- Qualifications of Key Personnel and Project team – 10 points
- Evidence of Financial Stability – 10 points
- Total Costs Made up of Collection Fee per Single Space Meter and per Multi-space Pay Station Utilizing the Estimated Collections provided in the RFP – 20 points
- Risk Assessment Plan for Ensuring Quality of Work – 10 points
- Past Performance Based on Number and Quality of the Performance Evaluation Surveys – 15 points

The Committee discussed each of the proposals and proceeded to score and rank them as follows:

<u>Committee Member</u>	Standard Parking Corporation	Imperial Parking (U.S.), Inc.	WorldWide Parking, Inc.
Scott Needleman	98 (1)	81 (3)	88 (2)
Ron Brenesky	90 (1)	40 (2)	39 (3)
Art Noriega	96 (1)	90 (2)	82 (3)
Chuck Adams	75 (1)	51 (2)	40 (3)
Margarita Cepeda	94 (1)	50 (3)	53 (2)

The Committee unanimously ranked Standard Parking Corporation as the top-ranked firm. Standard Parking is the current provider of parking meter collection services, and has been for five years. No issues have been reported over the contract period and the firm has performed in accordance with their contract with the City. Standard Parking's proposed fees to be charged to the City are the lowest of the three proposals received.

Upon further discussion, the Committee selected Imperial Parking (U.S.), Inc. as the second-ranked firm. Although highest in proposed fees to be charged to the City, this firm has local references and a local presence.

WorldWide Parking, Inc. was ranked third by the Committee. WorldWide's customer references were more international than domestic, and this firm does not currently have a local presence in South Florida.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the attached resolution, which recommends the acceptance of the ranking of the firms and authorizes the Administration to enter into negotiations with the top-ranked firm of Standard Parking Corporation; and should the Administration not be able to negotiate with the top-ranked firm, authorizing the Administration to negotiate with the second-ranked firm of Imperial Parking (U.S.), Inc.; and further authorizing the Mayor and City Clerk to execute an agreement upon the completion of successful negotiations by the Administration.

T:\AGENDA\2006\Jul12\Consent\ParkingMeterCollectionMemo.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 17-05/06 FOR PARKING METER COLLECTION SERVICES FOR THE CITY'S PARKING SYSTEM; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED FIRM OF STANDARD PARKING CORPORATION; AND SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH THE TOP-RANKED FIRM, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE SECOND-RANKED FIRM OF IMPERIAL PARKING (U.S.), INC.; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON THE COMPLETION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

WHEREAS, on June 27, 2001, the Mayor and City Commission authorized the execution of an agreement for parking meter collection services with Standard Parking; and

WHEREAS, this agreement is scheduled to expire on September 28, 2006, with no further renewal options; and

WHEREAS, the City's Parking System continues to have a need for meter collection services for single space meters and multi-space pay stations; and

WHEREAS, on March 8, 2006 the City Commission authorized the issuance of an RFP to solicit proposals for the parking meter collection services for the City's Parking System; and

WHEREAS, on March 27, 2006, RFP No. 17-05/06 was issued and notices sent to over twenty (20) firms; and

WHEREAS, on the specified due date of May 5, 2006, the Procurement Division received responses from Standard Parking Corporation; Imperial Parking (U.S.), Inc.; and WorldWide Parking, Inc.; and

WHEREAS, on May 31, 2006, the City Manager, via Letter to Commission (LTC) No. 145-2006, appointed an Evaluation Committee (the Committee), consisting of the following individuals:

Scott Needleman -G.O, Bond Committee;
Ron Brenesky - Transportation and Parking Committee;
Art Noriega - Executive Director, Miami Parking Authority;
Chuck Adams - Assistant Parking Director, City of Miami Beach;
Margarita Cepeda - Executive Director, One Stop Career Center; and

WHEREAS, the Committee convened on June 19, 2006, and was provided with an overview of the project, and information relative to the City's Code of Silence Ordinance and the Government in the Sunshine Law; and

WHEREAS, the Committee scored the three (3) firms based on the following criteria, as outlined in the RFP, for a maximum possible total of 100 points:

- Proposer's Experience and Qualifications with Providing Services Requested in the RFP – 20 points;
- Quality of Proposed Operational Plan – 15 points;
- Qualifications of Key Personnel and Project Team– 20 points;
- Evidence of Financial Stability – 10 points;
- Total Costs Made up of Collection Fee per Single Space Meter and per Multi-space Pay Station Utilizing the Estimated Collections in the RFP – 20 points;
- Risk Assessment Plan for Ensuring Quality of Work;
- Past Performance Based on Number and Quality of the Performance Evaluation Surveys – 15 points; and

WHEREAS, the Committee members unanimously ranked Standard Parking Corporation, as the top-ranked firm; and

WHEREAS, the Committee members ranked Imperial Parking (U.S.), Inc. as the second-ranked firm; and

WHEREAS, the City Manager concurs with the Committee's recommendations.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the City Manger pertaining to the ranking of firms pursuant to Request for Proposals (RFP) No. 17-05/06, for Parking Meter Collection Services for the City's Parking System; authorize the Administration to enter into negotiations with the top-ranked firm of Standard Parking Corporation; and should the Administration not be able to negotiate with the top-ranked firm, authorize the Administration to negotiate with the second-ranked firm of Imperial Parking (U.S.), Inc.; and further authorize the Mayor and City Clerk to execute an agreement upon conclusion of successful negotiations by the Administration.

PASSED AND ADOPTED this _____ day of _____, 2006.

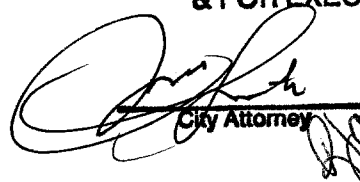
ATTEST:

CITY CLERK

MAYOR

T:\AGENDA\2006\Jul12066\Consent\ ParkingCollectionReso.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

6/30/06

Date

THIS PAGE INTENTIONALLY LEFT BLANK

OFFICE OF THE CITY ATTORNEY

City of Miami Beach

F L O R I D A



JOSE SMITH
City Attorney

Telephone: (305) 673-7470
Facsimile: (305) 673-7002

COMMISSION MEMORANDUM

TO: Mayor David Dermer,
Members of the City Commission and
City Manager Jorge M. Gonzalez

DATE: July 12, 2006

FROM: Jose Smith
City Attorney

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACTING AS THE BOARD OF DIRECTORS OF THE NORMANDY SHORES LOCAL GOVERNMENT NEIGHBORHOOD IMPROVEMENT DISTRICT (THE "DISTRICT") AMENDING SECTION 42 OF RESOLUTION NO. NSNID 93-1 TO PROVIDE THAT THE ADVISORY COUNSEL TO THE DISTRICT SHALL BE COMPOSED OF THREE MEMBERS OF THE NORMANDY SHORES HOMEOWNERS ASSOCIATION WITH THE CITY CLERK SOLICITING AN ELIGIBILITY LIST OF HOMEOWNERS ASSOCIATION MEMBERS FROM THE EXECUTIVE COMMITTEE OF THE HOMEOWNERS ASSOCIATION.**

Pursuant to the request of Vice Mayor Jerry Libbin, the attached Resolution is submitted for consideration by the Mayor and City Commission.

The attached Resolution is in proper form and is thus ready for the City Commission's review.

F:\atto\TURN\COMMEMO\Normandy SHores.doc

Agenda Item C7Q
Date 7-12-06

1700 Convention Center Drive -- Fourth Floor -- Miami Beach

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACTING AS THE BOARD OF DIRECTORS OF THE NORMANDY SHORES LOCAL GOVERNMENT NEIGHBORHOOD IMPROVEMENT DISTRICT (THE "DISTRICT") AMENDING SECTION 42 OF RESOLUTION NO. NSNID 93-1 TO PROVIDE THAT THE ADVISORY COUNSEL TO THE DISTRICT SHALL BE COMPOSED OF THREE MEMBERS OF THE NORMANDY SHORES HOMEOWNERS ASSOCIATION WITH THE CITY CLERK SOLICITING AN ELIGIBILITY LIST OF HOMEOWNERS ASSOCIATION MEMBERS FROM THE EXECUTIVE COMMITTEE OF THE HOMEOWNERS ASSOCIATION.

WHEREAS, on October 20, 1993, the Mayor and City Commission passed Ordinance No. 93-2881 authorizing the creation of the Normandy Shores Local Government Neighborhood Improvement District (the "District"), a safe neighborhood improvement district in accordance with Section 163.506, Florida Statutes; and

WHEREAS, on November 17, 1993 Resolution No. NSNID 93-1 was enacted, approving and adopting the By-Laws for the Normandy Shores Local Government Neighborhood District; and

WHEREAS, pursuant to Resolution No. 97-22449, Section 42 of the aforementioned By-Laws, which established an Advisory Counsel to the District, was amended to provide that the Advisory Counsel shall be composed of three members of the Executive Committee of the Normandy Shores Homeowners Association; and

WHEREAS, in order to provide for greater representation on the Advisory Counsel, the Advisory Counsel members should be appointed from the general

membership of the Normandy Shores Homeowners Association and Section 42 of the District's By-Laws should be amended as follows:

Section 42. Composition. The Advisory Council shall be appointed by the Board of Directors and composed of three members of the ~~Executive Committee of the~~ Normandy Shores Homeowners Association. On behalf of the Board of Directors, the City Clerk shall solicit from the Executive Committee the eligibility list of its Homeowners Association members for appointment consideration.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, acting as the Board of Directors of the City of Miami Beach, Florida Normandy Shores Local Government Neighborhood Improvement District, that Resolution No. NSNID 93-1, approving and adopting By-Laws of Normandy Shores Local Government Neighborhood Improvement District, Section 42 thereof, is amended to provide that the Advisory Council to the District shall be composed of three members of the Normandy Shores Homeowners Association with the City Clerk soliciting an eligibility lists of Homeowners Association members from the Executive Committee of the Homeowners Association.

PASSED and ADOPTED this _____ day of _____, 2006.

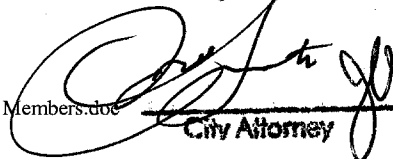
MAYOR

ATTEST:

CITY CLERK

F:\atto\TURN\RESOS\Normandy Shores Improv. District - Advisory Counsel Members.doc

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

 - 7/6/06

City Attorney Date

THIS PAGE INTENTIONALLY LEFT BLANK

Condensed Title:

A Resolution ratifying expenditures in the amount of \$644,610.94, to Superior Landscaping and Lawn Service for hurricane cleanup and landscape restoration after Hurricane Wilma.

Key Intended Outcome Supported:

To Improve and maintain the cleanliness of Miami Beach rights of way.

Issue:

Shall the Mayor and City Commission approve the Resolution?

Item Summary/Recommendation:

As stipulated in the landscape maintenance contract between the City of Miami Beach and Superior Landscape and Lawn Service, Inc., the vendor must be available to respond in the event of severe weather such as a hurricane. Immediately after the all clear was given for Hurricane Wilma the Parks and Recreation Department directed Superior Landscape and Lawn Service to perform debris cleanup at their contracted sites. The vendor responded promptly and began cleanup work on the Julia Tuttle and Mac Arthur Causeways, 5th Street, and the City controlled property on Star, Palm and Hibiscus Islands. The cost for the cleanup services provided by Superior Landscape and Lawn Service was \$267,243.44.

Additionally, the landscape service agreement provides for additional restorative services based on their contractually established labor and material pricing. At the request of the City, Superior Landscape and Lawn Service initiated restoration/ beautification work in their assigned areas. These gateway locations are receiving extensive irrigation repairs along with trees, palms and ground cover plant material. The first phase of the Julia Tuttle restoration to be completed this fiscal year totals \$208,633. The design anticipates the future use of the interchange as a storm debris transfer site by maintaining the required open space to the interior and establishing a living fence of palms, shade trees and other native plant material to screen the debris removal operation, if activated.

The Mac Arthur Causeway/ Fifth Street corridor will receive \$140,149.50 in restoration work and Palm/Hibiscus Islands will receive \$28,585 in restoration work this fiscal year.

Advisory Board Recommendation:

N/A

Financial Information:


Source of Funds:	Amount	Account	Approved
<div style="border: 1px solid black; width: 50px; height: 50px; margin: 0 auto;"></div> OBPI	1	\$267,243.44	# 011.9411.000343
	2	\$377,367.50	# 011.9509.000676
	3		
	4		
	Total	\$644,610.94	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Kevin Smith, Director of Parks & Recreation

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

T:\AGENDA\2006\jul1206\consent\Superior restoration COVER.doc



MIAMIBEACH

AGENDA ITEM C7R
DATE 7-12-06



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 12, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING EXPENDITURES, TO SUPERIOR LANDSCAPING AND LAWN SERVICE, THE CITY'S LANDSCAPE MAINTENANCE CONTRACTOR FOR THE JULIA TUTTLE AND MAC ARTHUR CAUSEWAYS AND PALM/HIBISCUS, STAR ISLANDS IN THE AMOUNT OF \$644,610.94, COMPRISED OF \$267,243.44 FOR HURRICANE CLEANUP AND \$377,367.50 FOR LANDSCAPE RESTORATION AND BEAUTIFICATION SERVICES TO THE JULIA TUTTLE AND MAC ARTHUR CAUSEWAYS SITES AFTER HURRICANE WILMA.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

Funding, in the amount of \$267,243.44 was available from appropriated funds in account # 011.9411.000343 entitled Hurricane Wilma, to pay for the emergency cleanup services and \$ 377,367.50 (account # # 011.9509.000676) available from the Capital Investment Upkeep Account (CIUA) for the landscape restoration/ beautification of the Mac Arthur and Julia Tuttle Causeways and Palm/Hibiscus Islands.

ANALYSIS

As stipulated in the current landscape maintenance contract between the City of Miami Beach and Superior Landscape and Lawn Service, Inc., #31-03/04, section 3.5 requires that vendor's employees and equipment must be available to respond in the event of severe weather such as a hurricane. Immediately after the all clear was given for Hurricane Wilma the Parks and Recreation Department directed Superior Landscape and Lawn Service to perform debris cleanup at their contracted sites. The vendor responded promptly and began cleanup work on the Julia Tuttle and Mac Arthur Causeways, 5th Street, and the City controlled property at Star, Palm and Hibiscus Islands. This service greatly expedited the cleanup of these locations and allowed the City forces to perform work in other locations through out the City. The cost for the cleanup services provided by Superior Landscape and Lawn Service was \$ 267,243.44.

Additionally, the landscape service agreement provides for the performance of additional services such as site landscape/irrigation restoration work as needed, based on their contractually established labor and material pricing. This is beneficial to the City because when the restoration is complete the vendor is responsible for both the material warranty and the long term maintenance of the materials. Should they fail to properly care for these plantings, the vendor must replace them as a contractual obligation without question of liability. Additionally, by utilizing our existing vendors, the timeframe required to recover from the damages suffered from these storm impacts is reduced. Several of the city's full service landscape maintenance contractors also provides for cleanup and restoration services on a smaller scale with the same benefit provided to the city.

These gateway locations are receiving extensive irrigation repairs along with trees, palms and ground cover plant material. The first phase of the Julia Tuttle restoration to be completed this fiscal year totals \$208,633, with phase two estimated at \$255,000 scheduled to begin the first quarter of FY 06/07. The design for the Julia Tuttle location was produced by the Greenspace Management Division's Landscape Architect, Ms. Rhonda Gracie who is also acting as the Project Manager for the installation. The design for this location anticipates the future use of the interchange as a storm debris transfer site by maintaining the required open space to the interior and establishing a living fence of palms, shade trees and other native plant material to screen the debris removal operation, if activated.

The Mac Arthur Causeway/ Fifth Street corridor will receive \$140,149.50 in restoration work and Palm/Hibiscus Islands will receive \$28,585 in restoration work this fiscal year. The Parks and Recreation Department is currently working with the Palm/Hibiscus Homeowners Association to develop the plan for Palm/Hibiscus Islands.

The City will seek any reimbursement from FEMA (Federal Emergency Management Agency) for which we may be considered eligible as a result the costs incurred as a result of Hurricane Wilma. However, FEMA does not typically reimburse for landscape restoration.

CONCLUSION

The Administration recommends that the Mayor and City Commission ratify the cost for Hurricane Wilma emergency debris cleanup and landscape restoration services in the total amount of \$644,610.94 to Superior Landscape and Lawn Service Inc.

JMG\RCK\KS

T:\AGENDA\2006\jul1206\consent\superior restoration commmemojuly06.doc

RESOLUTION TO BE SUBMITTED

THIS PAGE INTENTIONALLY LEFT BLANK

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida,
 Authorizing The Mayor And City Clerk To Execute An Agreement With
 Clarion Associates, For The Amount Of \$49,852, For Professional Planning Services For The Preparation
 Of An Impact Analysis And Development Mitigation System For Major Development Projects.

Key Intended Outcome Supported:

Increase satisfaction with development and growth management across the City.

Issue:

Shall the City Commission approve and authorize the Agreement with Clarion Associates?

Item Summary/Recommendation:

This resolution would approve an agreement with Clarion Associates, the respondent firm for the subject RFQ 05-05-06 for a planning/impact fee consultant to study the potential for an impact analysis and mitigation development review system. This is part of the initiative that came out of the City Commission's May 25, 2005 Growth Management Workshop.

On February 9, 2006, the Evaluation Committee meeting selected Clarion Associates, a national land-use and growth management consulting firm, as the recommended consultant. The City Commission approved Resolution 2006-26139, authorizing negotiations with Clarion Associates, on March 8, 2006.


An agreement has been negotiated for the amount of \$49,852. The Administration recommends approval of the attached resolution, authorizing the attached agreement.

Advisory Board Recommendation:

N/A

Financial Information:



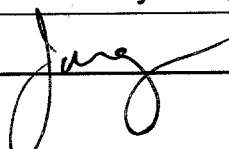
Source of Funds:	Amount	Account	Approved
1	\$49,852	011-0520-000312	
2			
3			
4			
Total			


 OBPI

Financial Impact Summary:**City Clerk's Office Legislative Tracking:**

Jorge Gomez, Planning Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		



MIAMI BEACH

AGENDA ITEM C75
 DATE 7-12-06



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 12, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH CLARION ASSOCIATES, FOR THE AMOUNT OF \$49,852, FOR PROFESSIONAL PLANNING SERVICES FOR THE PREPARATION OF AN IMPACT ANALYSIS AND DEVELOPMENT MITIGATION SYSTEM FOR MAJOR DEVELOPMENT PROJECTS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

Funding for the project in the total amount of \$49,852 is available for the agreement from the Planning Department Account #011-0520-00312.

ANALYSIS

This resolution, approving the agreement with Clarion Associates, the respondent firm for the subject RFQ 05-05-06, is part of the initiatives based upon the City Commission's direction at its May 25, 2005 Growth Management Workshop.

As directed at the Growth Management Workshop, a Request for Qualifications (RFQ) for a planning/impact fee consultant to help further explore the potential for an impact analysis and mitigation development review system was developed by the Planning Department. The scope of services requires the selected consultant firm to study development impacts of projects over a certain threshold of intensity within the City. The study should produce data and analysis which will serve as a legal and planning basis to develop a system for the review of new proposed developments.

In order to properly assess and mitigate the potential impacts of future developments upon the infrastructure of the City, all "Major Developments" over a certain threshold of gross square footage will be reviewed by the established system. Based upon legal and planning feasibility analysis provided by the Consultant, the System may incorporate a phased development component, which would limit the amount of major development activity over time in relation to the impacts of such development on the City's infrastructure. The ultimate outcome of this initiative is designed to be the modification of the Land Development Code and Comprehensive Plan Ordinances in order to incorporate the System.

Timeline

October 19, 2005 - City Commission approved RFQ 05-05/06
November 21, 2005 - RFQ No. 05-04/05 issued
January 13, 2006 - Opening date of RFQ
December 15, 2005 - Pre-proposal conference
February 9, 2006 - Evaluation Committee meeting selects Clarion Associates
March 8, 2006 - Resolution 2006-26139 authorizing negotiations with Clarion Associates

The Evaluation Committee was of the overall opinion that Clarion Associates as well as their subconsultants clearly have the expertise and the knowledge to provide the services as required under this RFQ. Past performance information on Clarion Associates collected by the Procurement Division indicates exceptional satisfaction by previous clients of the firm.

Clarion Associates is a national land-use and growth management consulting firm with offices in Chapel Hill, North Carolina, Denver and Fort Collins, Colorado and affiliate offices in Chicago, Cincinnati and Philadelphia. With twelve years of national and international experience, Clarion Associates provides the best combination of services such as land use, community development, infrastructure finance, impact fee, and planning implementation experience. The firm's members have or are working on growth strategies, development codes, and the design and implementation of impact fee programs/regulations in 24 states for numerous local governments.

Clarion Associates will be assisted by two nationally recognized subconsultant firms: TischlerBise and Glatting Jackson Kercher Anglin Lopez Rinehart (Glatting Jackson). Clarion Associates will serve as the Prime contractor, and will be responsible for project management, strategy design and development, and the preparation of development regulations designed to implement the development impact mitigation approach. TischlerBise will serve as principal in the review and analysis of the fiscal impacts of new development and assist in the preparation of the mitigation system. Glatting Jackson will assist with general strategy, review and analysis of the City's transportation system, travel demand characteristics, and assist in the development of the mitigation system.

Project Manager Craig Richardson is a Vice President and Principal with Clarion Associates, and Director of the North Carolina office. Mr. Richardson is a planner/lawyer, who holds a MRP in City and Regional Planning from the University of North Carolina at Chapel Hill; a Juris Doctor from Stetson College of Law; and a BA (Honors) from Stetson. He has been a member of the Florida bar for 25 years. Mr. Richardson has consulted with over 100 local government clients in 14 states on the preparation of general land development codes, zoning ordinances, affordable housing programs, impact fees, adequate public facility regulations, growth management strategies and other forms of land use regulation. In addition, he has had significant experience representing public sector clients in court in their defense of comprehensive plans, land use, and public facility finance regulations.

GROWTH MANAGEMENT INITIATIVES

In addition to this impact analysis and mitigation development review study, as part of the Growth Management initiative undertaken by the City, the Planning Department has been preparing a series of zoning code amendments based upon the City Commission's direction. In recent months, ordinances addressing residential parking requirements, development regulations, neighborhood conservation districts, and commercial development over 50,000 square feet have been adopted by the City Commission. In the coming months, additional

proposals will be presented to the Planning Board and the Commission as part of this package of growth management initiatives, including addressing the fee in lieu of parking. These individual changes may be incremental, but should have a cumulative effect to slow and/or limit the amount of new development. Each potential amendment will also be analyzed for effect on attainable housing, and exemptions will be considered.

CONCLUSION

The Administration recommends approval of the attached Resolution authorizing the agreement with Clarion Associates.

T:\AGENDA\2006\jul1206\consent\CLARION AGREEMENT DRAFT MEMO 7-12-2006.doc

AGREEMENT BETWEEN

CITY OF MIAMI BEACH

AND

CLARION ASSOCIATES

**FOR
PROFESSIONAL PLANNING
SERVICES**

FOR THE

**IMPACT ANALYSIS AND DEVELOPMENT MITIGATION FOR MAJOR
DEVELOPMENT PROJECTS**

JUNE 2006

Deleted: MAY

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
ARTICLE 1. DEFINITIONS	2
1.1 City	2
1.2 City Commission	2
1.3 City Manager	2
1.4 Proposal Documents	2
1.5 Consultant	2
1.6 City Project Coordinator	3
1.7 Basic Services	3
1.8 Project	4
1.8.1 The Project Cost	4
1.8.2 The Project Scope	4
1.9 Force Majeure	4
1.10 Contract Documents	5
1.11 Contract Amendment	5
1.12 Additional Services	6
1.13 Services	6
1.14 Schedule	6
1.15 Scope of Services	7
ARTICLE 2. BASIC SERVICES	7
2.1 Planning Services	8
2.2 Additional Services	9
2.3 Responsibility for Claims and Liabilities	9
2.4 Time	9
ARTICLE 3. THE CITY'S RESPONSIBILITIES	10
ARTICLE 4. ADDITIONAL SERVICES	13
ARTICLE 5. REIMBURSABLE EXPENSES	14

ARTICLE 6. COMPENSATION FOR SERVICES	15
ARTICLE 7. CONSULTANT'S ACCOUNTING RECORDS	17
ARTICLE 8. OWNERSHIP AND USE OF DOCUMENTS	17
ARTICLE 9. TERMINATION OF AGREEMENT	18
9.1 Termination for lack of Funds	18
9.2 Termination for Cause	18
9.3 Termination for Convenience	19
9.4 Termination by Consultant	19
9.5 Implementation of Termination	19
9.6 Non-Solicitation	20
ARTICLE 10. INSURANCE	20
ARTICLE 11. INDEMNIFICATION	21
ARTICLE 12. VENUE	22
ARTICLE 13. LIMITATION OF LIABILITY	22
ARTICLE 14. MISCELLANEOUS PROVISIONS	23
ARTICLE 15. NOTICE	25
SCHEDULES:	
SCHEDULE A SCOPE OF SERVICES	27
SCHEDULE B CONSULTANT COMPENSATION	35
SCHEDULE C HOURLY BILLING RATE	36
SCHEDULE D PROJECT SCHEDULE	37

TERMS AND CONDITIONS OF AGREEMENT

BETWEEN THE CITY OF MIAMI BEACH AND CONSULTANT

CLARION ASSOCIATES

FOR PROFESSIONAL
PLANNING SERVICES

FOR THE
PREPARATION OF AN IMPACT ANALYSIS AND DEVELOPMENT MITIGATION
SYSTEM FOR MAJOR DEVELOPMENT PROJECTS

This Agreement made and entered into this ___ day of June, 2006, by and between the CITY OF MIAMI BEACH, a municipal corporation existing under the laws of the State of Florida (hereinafter referred to as City), having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139, and CLARION ASSOCIATES, OF COLORADO, LLC., a Colorado limited liability partnership having its principal office at 1526 E. Franklin Street, Suite 102, Chapel Hill, North Carolina 27514 (hereinafter referred to as Consultant).

Deleted: May

WITNESSETH:

WHEREAS, the City intends to undertake a project within the City of Miami Beach, which is more particularly described in this Agreement and the attached Schedule "A", and wishes to engage the Consultant to provide planning services for the Project at the agreed fees as set forth in this Agreement; and

WHEREAS, the Consultant desires to contract with the City for performance of planning services relative to the Project, as hereinafter set forth.

NOW THEREFORE, City and Consultant, in consideration of the mutual covenants and agreements herein contained, agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **CITY:** The "City" shall mean the City of Miami Beach, a Florida municipal corporation having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139.

1.2 **CITY COMMISSION:** "City Commission" shall mean the governing and legislative body of the City.

1.3 **CITY MANAGER:** The "City Manager" shall mean the chief administrative officer of the City. The City Manager shall be construed to include any duly authorized designees, including the Project Coordinator, and shall serve as the City's representative to whom administrative requests for approvals shall be made and who shall issue authorizations (exclusive of those authorizations reserved to the City Commission) to the Consultant.

1.4 **PROPOSAL DOCUMENTS:** "Proposal Documents" shall mean the REQUEST FOR QUALIFICATIONS No. 05-05/06 FOR IMPACT ANALYSIS AND DEVELOPMENT MITIGATION SYSTEM, issued by the City in contemplation of this Agreement, together with all amendments thereto, if any, and the Consultant's proposal in response thereto (Proposal), which is incorporated by reference in this Agreement and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, this Agreement shall prevail.

1.5 **CONSULTANT:** The "Consultant" is herein defined as Clarion Associates of Colorado LLC, a Colorado limited liability partnership having its principal office at 1526 E. Franklin Street, Suite 102, Chapel Hill, North Carolina 27514. When the term "Consultant" is used in this Agreement it shall be deemed to include any sub-consultants and any other person or entity acting under the direction or control of Consultant. Any subconsultants retained by Consultant pursuant to this Agreement and the Project shall be subject to prior written approval of the City. The following subconsultants were included in the Consultant's Proposal and are hereby approved by the City for the Project:

Fiscal and Impact Analysis Consultant: TischlerBise

**Transportation and Planning Consultant: Glatting Jackson Kercher Anglin Lopez
Rinehart**

1.6 CITY PROJECT COORDINATOR: The "Project Coordinator" shall mean the individual appointed by the City Manager who shall be the City's authorized representative to coordinate, direct, and review on behalf of the City, all matters related to the Project, except as otherwise provided herein.

1.7 BASIC SERVICES: "Basic Services" shall include the planning and related professional services relative to the Project, as hereinafter set forth, including: planning, impact analyses, fiscal analyses, transportation, regulation, and growth management, as described in Article 2 herein and in Schedule "A" entitled "Scope of Services" attached hereto.

1.8 PROJECT: The "Project" shall mean the preparation of a strategy and implementation program for impact analyses and a development mitigation system for Major Development Projects in the City, as described in Schedule "A" attached hereto.

1.8.1 PROJECT COST: The "Project Cost", as established by the City, shall mean the total cost of the Project to the City including: professional compensation and expenses.

1.8.2 PROJECT SCOPE: The "Project Scope" shall mean the description of the Project contained in Schedule "A" attached hereto.

1.9 FORCE MAJEURE: "Force Majeure" shall mean any delay occasioned by superior or irresistible force occasioned by violence in nature without the interference of human agency such as hurricanes, tornadoes, floods, loss caused by fire and other similar unavoidable casualties; or by changes in Federal, State or local laws, ordinances, codes or regulations, enacted after the date of this Agreement and having a substantial impact on the Project; other causes beyond the parties' control; or by any other such causes which

the Consultant and the City decide in writing justify the delay; provided, however, that market conditions, labor conditions, and similar matters which normally impact on the bidding process shall not be considered a Force Majeure.

1.10 CONTRACT DOCUMENTS: "Contract Documents" shall mean this Agreement; or a modification of the following: (1) written amendment to this Agreement signed by both parties; or (2) an approved Change Order.

1.11 CONTRACT AMENDMENT: "Contract Amendment" shall mean the written order to the Consultant approved by the City, as specified in this Agreement, and signed by the City's duly authorized representative, authorizing a change in the Project or the method and manner of performance thereof, or an adjustment in the fees and/or completion dates, as applicable. Contract Amendments shall be approved by the City Commission, if they exceed twenty-five thousand dollars (\$25,000.00) or the City Manager if they are twenty-five thousand dollars (\$25,000.00) or less in amount (or other such amount as may be specified by the City of Miami Beach Procurement Ordinance, as amended). Even for Contract Amendments for less than twenty-five thousand (\$25,000.00), the City Manager shall retain the right to seek and obtain concurrence of the City Commission for the approval of any such Contract Amendment.

1.12 ADDITIONAL SERVICES: "Additional Services" shall mean those services described in Article 4 herein, which have been duly authorized in writing by the City Manager prior to commencement of same.

1.13 SERVICES: "Services" shall mean the services to be performed on the Project by the Consultant pursuant to this Agreement, whether completed or partially completed, and includes other labor and materials, services provided, or to be provided, by Consultant to fulfill its obligations herein.

1.14 SCHEDULE: "Schedule" shall mean the schedules attached to this Agreement and referred to as follows:

Schedule A – Scope of Services.

Schedule B– Consultant Compensation: The schedule of compensation to the Consultant for Basic Services, and for Reimbursable Expenses, as defined, plus any Additional Services, as submitted by the Consultant and approved by the City.

Schedule C – Hourly Billing Rate Schedule: The schedule of Hourly Compensation Rates to the Consultant as submitted by the Consultant and approved by the City.

Schedule D – Project Schedule.

1.15 **SCOPE OF SERVICES:** “Scope of Services” shall mean the Project Scope as described in Schedule “A”, together with the Basic Services and any Additional Services approved by the City, as described in Articles 2 and 5, respectively herein.

ARTICLE 2. BASIC SERVICES

The Consultant shall provide Basic Services for the Project as set forth hereafter. The Services for this Project will be performed by the Consultant upon receipt of a written Notice to Proceed issued by the City Manager, or his designee, and Consultant shall countersign the Notice to Proceed. **A separate Notice to Proceed shall be required for commencement of each Task, as discussed in attached Schedule “A” entitled “Scope of Services”.**

The Consultant’s Basic Services shall consist of 3 Tasks as described in attached Schedule A “Scope of Services”.

Deleted: _____

The Consultant shall coordinate with subconsultants, and conform to all applicable codes and regulations. Consultant, as it relates to its Services, represents and warrants to the City that it is knowledgeable of codes, rules and regulations applicable in the jurisdictions

in which the Project is located, including, local ordinances and codes (City of Miami Beach), Florida Statutes, administrative rules and regulations including, Federal laws, rules and regulations. The Consultant agrees to comply with all such laws, codes, rules, and regulations now in effect, and as may be amended or adopted at any time, and shall further take into account all known pending changes to the foregoing, of which it should reasonably be aware.

The Consultant expressly agrees that all of its duties, services and responsibilities under this Agreement shall be performed in accordance with the standard of care normally exercised in the planning profession for comparable Projects of this nature in South Florida. In addition, Consultant represents that it is experienced and fully qualified to perform the Services contemplated by this Agreement, and that it is properly licensed pursuant to the applicable laws, rules and regulations to perform such Services.

2.1 PLANNING SERVICES:

Consultant shall perform Planning Services as noted in attached Schedule "A" entitled "Scope of Services".

2.2 ADDITIONAL SERVICES:

If required and so approved by the City, Consultant shall provide Additional Services as noted in attached Schedule "A" entitled "Scope of Services".

2.3 RESPONSIBILITY FOR CLAIMS AND LIABILITIES: Approval by the City shall not constitute nor be deemed a release of the responsibility and liability of the Consultant, its employees, subconsultants, and agents for the accuracy and competency of its professional work for the Project;

2.4 TIME: It is understood that time is of the essence in the completion of this Project, and in this respect the parties agree as follows:

2.4.1 The Consultant shall perform the Services as expeditiously as is consistent with the standard of professional skill and care required by this

Agreement and the orderly progress of the Work.

2.4.2 The parties agree that the Consultant's Services during all tasks of this Project will be performed in a manner that shall conform with the approved Project Schedule, which is attached to this Agreement as Schedule "D". The Consultant may submit requests for an adjustment to the Project Schedule, made necessary by undue time taken by the City to approve the Consultant's work products, and/or excessive time taken by the City to approve the Services or parts of the Services. The City shall not unreasonably refuse to approve such adjustment(s) to the Project Schedule if the request is made in a timely manner and is justified.

2.4.3 In providing the Services described in this Agreement, the Consultant shall use its best efforts to maintain, on behalf of the City, a constructive, professional, cooperative working relationship with the City Project Coordinator and City staff.

2.4.4 It is further the intent of this Agreement that the Consultant shall perform its duties under this Agreement in a competent, timely and professional manner and that it shall be responsible to the City for any failure in its performance except to the extent that acts or omissions by the City or others make such performance impossible.

2.4.5 Consultant agrees that, when the Services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certification of authorization, or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

2.4.6 Consultant's project manager (herein after referred to as "Project Manager") is Craig Richardson. City agrees he is professionally qualified to undertake the role of project manager for this Project. The Project Manager is

authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administrating all aspects of Services to be provided and performed under this Agreement.

2.4.7 Consultant agrees, within fourteen (14) calendar days of receipt of written notice to do such from City, to promptly remove and replace Project Manager, or any other personnel employed or retained by Consultant, or any subconsultant engaged by Consultant, which request may be made by City with or without stating its cause.

2.4.8 Consultant herein represents to City that it has expertise in the type of professional services that will be performed pursuant to this Agreement. Consultant agrees that all Services to be provided by Consultant pursuant to this Agreement shall be subject to City's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida.

2.4.9 Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without City's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning Services to be rendered by Consultant hereunder, and Consultant shall require its employees, agents, and subconsultants to comply with the provisions of this paragraph.

2.4.10 The City and Consultant acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If, during the course of the performance of the Services contemplated in this Agreement, Consultant determines that work should be performed to complete the Project which is, in the Consultant's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify the Project Coordinator,

in writing, in a timely manner, and obtain said Project Coordinator's written consent, before proceeding with the work. The Project Coordinator must comply with Contract Amendment processing requirements as outlined in Article 1.11, prior to issuance of any written authorization to proceed with Additional Services to Consultant. If Consultant proceeds with additional Services without notifying and obtaining the consent of the Project Coordinator, said work shall be deemed to be within the original level of effort, and deemed included as a Basic Service herein, whether or not specifically addressed in the Scope of Services. Notice to the Project Coordinator does not constitute authorization or approval by the City to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without the prior written consent of the City shall be at Consultant's sole risk.

2.4.11 Consultant shall establish and maintain files of documents, letters, reports, plans, etc. pertinent to the Project. Consultant shall provide City with a copy of applicable Project correspondence for City to file in its filing system. In addition, Consultant shall provide electronic Project document files to the City, at the completion of the Project.

2.4.12 It is further the intent of this Agreement that the Consultant shall perform its duties under this Agreement in a competent, timely and professional manner.

2.7.13 In the event Consultant is unable to timely complete the Project because of delays resulting from untimely review by City or other governmental authorities having jurisdiction over the Project, or such delays are caused by factors outside the control of Consultant, Consultant shall provide City with immediate written notice stating the reason for such delay and a revised anticipated schedule of completion. City, upon review of Consultant's submittal and such other documentation as the City may require, may grant a reasonable extension of time for completion of the Project and may provide reasonable compensation, if appropriate.

2.7.14 The Consultant covenants with the City to furnish its Services hereunder properly, in accordance with the standards of its profession and in conformance with applicable codes and other applicable Federal, State and local rules, regulations and laws, of which it should reasonably be aware, throughout the term of this Agreement. The City's participation in the Project in no way relieves the Consultant of its professional duties and responsibilities under applicable law and this Agreement

ARTICLE 3. THE CITY'S RESPONSIBILITIES

3.1 The City shall designate in writing a City Project Coordinator to act as the City's representative with respect to the services to be rendered under this Agreement (herein after referred to as Project Coordinator or City Projector Coordinator). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define City policies and decisions with respect to Consultant's Services on this Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatsoever, unless approved by the City Manager and/or City Commission in compliance with Article 1.11, requirements, including but not limited to the following:

- a) The Scope of Services to be provided and performed by Consultant hereunder;
- b) The time the Consultant is obligated to commence and complete all such Services; or
- c) The amount of compensation the City is obligated or committed to pay Consultant.

3.2 The City shall assist Consultant by placing at Consultant's disposal all information that the City has available pertinent to the Project, including previous reports and any other data relative to Consultant's completion of its responsibilities under the Agreement. Any conclusions or assumptions drawn through examination thereof shall be the sole responsibility of the Consultant. Additional Services required due to inaccurate,

incomplete or incorrect information supplied by the City may be undertaken by the Consultant as an Additional Service to this Agreement. Consultant shall notify the Project Coordinator, in writing, in a timely manner and obtain said Project Coordinator's written consent, before proceeding with the work. If Consultant proceeds with the Additional Services without notifying and obtaining the consent of the Project Coordinator, said work shall be deemed to be within the original level of effort and deemed included as a Basic Service herein.

3.3 In the City's sole discretion, the City may furnish legal, accounting and insurance counseling services as may be required at any time for the Project, including such auditing services as the City may require to verify the Consultant's applications for payment or to ascertain that Consultant has properly remitted payment due to sub consultants working on this Project for which Consultant has received payment from the City.

3.4 If the City observes or otherwise becomes aware of any nonconformance in the Project, the City shall give prompt written notice thereof to the Consultant.

3.5 The City shall furnish required information and services and render approvals and decisions in writing as reasonably expeditious as necessary for the orderly progress of the Consultant's Services and of the Work. No approvals required by the City during the various phases of the Project shall be unreasonably delayed or withheld; provided that the City shall at all times have the right to approve or reject any proposed submissions of Consultant for any reasonable basis.

3.6 The City Commission shall be the final authority to do or to approve the following actions or conduct by passage of an enabling resolution or amendment to this Agreement.

3.6.1 The City Commission shall be the body to consider, comment upon, or approve any amendments or modifications to this Agreement, except when noted otherwise (i.e., where delegated to the City Manager or his designee) in this Agreement.

3.6.2 The City Commission shall be the body to consider, comment upon, or approve any assignment, sale, transfer or subletting of this Agreement or any interest therein and any subcontracts made pursuant to this Agreement. Assignment and transfer shall be defined to include sale of the majority of the stock of a corporate Consultant.

3.6.3 All required City Commission approvals and authorizations shall be expressed by passage of an appropriate enabling resolution and, if an amendment, by the execution of an appropriate amendment to this Agreement.

3.6.4 The City Commission shall hear appeals from the administrative decision of the City Manager's appointed designee(s), upon the Consultant's written request, in which case the Commission's decision shall be final.

3.6.5 The City Commission shall approve or consider all Contract Amendments that exceed the sum of twenty five thousand dollars (\$25,000.00) (or other such amount as may be specified by the City of Miami Beach Procurement Ordinance, as amended).

3.7 The City Manager or his designee(s) shall serve as the City's representative to whom administrative requests for approvals shall be made and who shall issue authorizations (exclusive of those authorizations reserved to the City Commission) to the Consultant.

3.7.1 The City Manager shall decide, in his professional discretion, matters arising pursuant to this Agreement which are not otherwise expressly provided for in this Agreement, and shall attempt to render administrative decisions promptly to avoid unreasonable delay in the progress of the Consultant's Services. The City Manager, in his administrative discretion, may consult with the City Commission concerning disputes or matters arising under this Agreement regardless of whether such matters or disputes are enumerated herein.

3.7.2 The City Manager shall be authorized, but not required, at the request of the Consultant, to reallocate monies already budgeted toward payment of the Consultant, provided, however, that the Consultant's compensation or other budgets established by this Agreement cannot be increased.

3.7.3 The City Manager, or his designee, shall be the sole representative of the City authorized to issue a Notice to Proceed, as referenced in Article 2 and the attached Schedule "A" entitled "Scope of Services".

3.7.4 The City Manager may approve Contract Amendments which do not exceed the sum of twenty five thousand dollars (\$25,000.00) (or other such amount as may be specified by the City of Miami Beach Purchasing Ordinance, as amended).

3.7.5 The City Manager may, in his sole discretion, form a committee or committees, or inquire of or consult with persons for the purpose of receiving advice and recommendations relating to the exercise of his powers, duties and responsibilities under this Agreement.

ARTICLE 4. ADDITIONAL SERVICES

4.1 Additional Services for this Project will only be performed by the Consultant following receipt of a written authorization by the City Project Coordinator prior to commencement of same. Such authorization shall contain a description of the Additional Services required; an hourly fee, as provided in Schedule "C" with an "Not to Exceed" amount on additional Reimbursable Expenses (if any); and an amended completion date for the Project (if any). "Not to Exceed" shall mean the maximum cumulative hourly fees allowable, which the Consultant shall not exceed without specific written authorization from the City. The "Not to Exceed" amount is not a guaranteed maximum cost for the services requested by the City and all costs applied to such shall be verifiable through time sheet and reimbursable expense reviews.

4.2 The term "Additional Services" includes services involving the Consultant or any subconsultants whether previously retained for the Services or not, or whether participating as members with Consultant or not.

4.3 Additional Services may consist of the following:

- 4.3.1 Providing such other professional services to the City relative to the Project which arises from subsequent circumstances and causes (excluding circumstances and causes resulting from error, inadvertence or omission of the Consultant) which do not currently exist or which are not contemplated by the parties at the time of execution of this Agreement.

ARTICLE 5. REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Consultant in the interest of the Project. All Reimbursable Expenses pursuant to this Article, in excess of \$500, must be authorized in advance in writing by the Project Coordinator. Invoices or vouchers for Reimbursable Expenses shall be submitted by the Consultant to the City, along with supporting receipts, and other back-up material reasonably requested by the City, and Consultant shall certify as to each such invoice that the amounts and items claimed as reimbursable are "true and correct and in accordance with the Agreement".

5.2 Expenses subject to reimbursement in accordance with the above procedures may include the following:

- 5.2.1 Expense of reproduction, postage and handling of drawings, specifications and other documents, excluding reproductions for the office use of the Consultant and sub-consultants. Courier and postage between the Consultant and its sub-consultants are not reimbursable.
- 5.2.2 Expenses for reproduction and the preparation of graphics for community

workshops

ARTICLE 6. COMPENSATION FOR SERVICES

6.1 The Consultant shall be compensated the not to exceed, cost reimbursable fee listed in Schedule “B” for Basic Services, based on the “Hourly Rate Schedule” presented in Schedule “C”. Payments for Basic Services shall be made within forty-five (45) calendar days of receipt and approval of an acceptable invoice by the City Project Coordinator. Payments shall be made in proportion to the Services satisfactorily performed in each Task so that the payments for Basic Services for each Task shall not exceed the progress percentage noted in the Consultant’s Progress Schedule, submitted with each invoice. No markup shall be allowed on subcontracted Basic Services.

The City and the Consultant agree that the Consultant’s fee will be \$49,852.00, as detailed in Schedule “B” and as approved by the City Commission on June, 2006 for the provision of the services described in the Schedule “A” Scope of Services.

Deleted: _____

Deleted: May

6.2 Additional Services authorized in accord with Article 4 will be compensated using the hourly rates forth in Schedule “C.” Request for payment of Additional Services shall be included with the monthly Basic Services payment request noted in Article 6.1 above. All Additional Services must be approved by the Project Coordinator, in writing, prior to commencement of same, as noted in Article 4. Under no circumstances shall the “Not to Exceed” amount noted in Schedule “B” be exceeded without prior written approval from the City Project Coordinator. No markup shall be allowed on subcontracted Additional Services.

6.3 Reimbursable Expenses, as defined in Article 5, shall be paid up to the “Not to Exceed” amount noted in Schedule “B”. Request for payment of Reimbursable Expenses shall be included with the monthly Basic Services payment request noted in Article 6. Proper backup must be submitted with all reimbursable requests. No markup or administrative charges shall be allowed on Reimbursable Expenses.

6.4 The City and the Consultant agree that:

6.4.1 If the scope of the Project or the Consultant's Services is changed substantially and materially, the amount of compensation may be equitably adjusted by mutual agreement of the parties.

6.4.2 Commencing on December 31, 2006, the Hourly Billing Rate Schedule shown in Exhibit "C" may be adjusted annually based upon the Miami – Fort Lauderdale Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics. Such adjustment shall be calculated by multiplying the ratio of the April index divided by the previous year's index by the Hourly Rate Schedule to define the new Hourly Rate Schedule. The maximum increase will be limited to three percent (3%).

6.5 No retainage shall be made from the Consultant's compensation on account of sums withheld from payments to Contractors.

6.6 Method of Billing and Payment. With respect to all Services, Consultant shall submit billings on a monthly basis in a timely manner. These billings shall identify the nature of the work performed; the total hours of work performed by employee category and the respective hourly billing rate associated with the employee category from the Hourly Rate Schedule. In the event subconsultant work is accomplished utilizing the lump sum method, the percentage of completion shall be identified. Billings shall also itemize and summarize Reimbursable Expenses by category. Where written approval of the City is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such Reimbursable. When requested, Consultant shall provide backup for past and current invoices that records hours for all Services by employee category and reimbursable by category.

6.7 The City shall pay Consultant within forty-five (45) calendar days from receipt of Consultant's proper statement.

6.8 Final payment of the Consultant upon Project completion must be approved by the

Mayor and City Commission.

ARTICLE 7. CONSULTANT'S ACCOUNTING RECORDS

7.1 Consultant shall keep such records and accounts and require any and all subconsultants to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the Project, and any expenses for which Consultant expects to be reimbursed. All books and records relative to the Project will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries. All books and records which are considered public records shall, pursuant to Chapter 119, Florida Statutes, be kept by Consultant in accordance with such statutes.

ARTICLE 8. OWNERSHIP AND USE OF DOCUMENTS

8.1 Electronic files of all documents, including, but not limited to, tracings, drawings, estimates, and studies completed or partially completed, shall become the property of the City upon completion, termination, or abandonment of the Project. Consultant shall deliver the above documents to the City within thirty (30) days of completion of the Project, or termination of this Agreement, or termination or abandonment of the Project. (Reference attached Schedule "A", entitled "Scope of Services" for additional requirements).

8.2 Any re-use of documents by City without written verification or adaptation by Consultant for the specific purpose intended will be without liability to Consultant.

8.3 Consultant shall have the right to utilize such documents in the course of marketing, professional presentations, and for other business purposes.

ARTICLE 9. TERMINATION OF AGREEMENT

9.1 Termination For Lack Of Funds. The City is a governmental entity and is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this Agreement. In the event there is a lack of adequate funding for the Project, the Project may be abandoned or terminated, and the City may cancel this Agreement as provided for herein without further liability to the City.

9.2 Termination For Cause. The City may terminate this Agreement for cause in the event that the Consultant (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the Services or does not perform the Services in a timely and satisfactory manner, upon written notice to the Consultant. In the case of termination by the City for cause, the Consultant shall be first granted a thirty (30) day cure period after receipt of written notice from the City.

9.2.1 In the event this Agreement is terminated by the City for cause, the City, at its sole option and discretion, may take over the Services and complete them by contracting with another consultant(s) or otherwise.

9.2.2 Payment only for Services satisfactorily performed by the Consultant and accepted by the City prior to receipt of a Notice of Termination, shall be made in accordance with Article 6 herein and the City shall have no further liability for compensation, expenses or fees to the Consultant, except as set forth in Article 6.

9.2.3 Upon receipt of a written Notice of Termination, the Consultant shall promptly assemble and submit to the City, as provided herein or as required in the written notice, all documents, including drawings, calculations, correspondence, and all other relevant materials affected by such termination.

9.2.4 In the event of a termination for cause, no payments to the Consultant shall be made for Services not satisfactorily performed. Consultant shall be compensated for all other Services rendered up to the time of receipt of said written termination.

9.3 Termination For Convenience. The City, in addition to the rights and options to Terminate for Cause, as set forth herein, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement, at its sole option, at any time, for convenience, without cause and without penalty, when in its sole discretion it deems such termination is in the best interest of the City, upon notice to Consultant, in writing, fourteen (14) days prior to termination. In the event City terminates Consultant's services for its convenience, as provided herein, Consultant shall be compensated for all Services rendered up to the time of receipt of said written termination notice, and for the assembly and submittal to the City of documents for the Services performed, in accordance with Article 6 herein, and the City shall have no further liability for compensation, expenses or fees to the Consultant, except as set forth in Article 6.

9.4 Termination By Consultant. The Consultant may only terminate this Agreement for cause in the event that the City willfully violates any provisions of this Agreement, fails to timely perform its responsibilities under this Agreement as established in Attachment "A", Scope of Services, or unreasonably delays payment for the Services, upon written notice to the City, thirty (30) days prior to termination. In that event, payment for Services satisfactorily performed by the Consultant and accepted by the City prior to receipt of a Notice of Termination shall be made in accordance with Article 6 herein. In the case of termination by Consultant for cause, the City shall be granted a thirty (30) day cure period after receipt of written notice from the Consultant.

9.4.1 The Consultant shall have no right to terminate this Agreement for convenience of the Consultant.

9.5 Implementation of Termination. In the event of termination, either for cause or for convenience, the Consultant, upon receipt of the Notice of Termination, shall (1) stop

the performance of Services under this Agreement on the date and to the extent specified in the Notice of Termination; (2) place no further orders or subcontracts except for any that may be authorized, in writing, by the City Project Coordinator, prior to their occurrence; (3) terminate all orders and subcontracts to the extent that they relate to the performance of the Services terminated by the Notice of Termination; (4) promptly assemble and submit, as provided herein, all documents for the Services performed, including drawings, calculations, correspondence, and all other relevant materials affected by the termination; and (5) complete performance of any Services as shall not have been terminated by the Notice Of Termination, And As Specifically Set Forth Therein.

9.6 Non Solicitation. The Consultant warrants that it has not employed or retained any company or person, other than an employee working solely for the Consultant, to solicit or secure this Agreement; and that it has not paid, nor agreed to pay any company or other person any fee, commission, gift or other consideration contingent upon the execution of this Agreement. For breach or violation of this warranty, the City has the right to terminate this Agreement without liability to the Consultant for any reason whatsoever.

ARTICLE 10. INSURANCE

10.1 The Consultant shall comply throughout the term of this Agreement with the insurance requirements stipulated herein. It is agreed by the parties that the Consultant shall not commence with work on this Project until satisfactory proof of the following insurance coverage has been furnished to the City. The Consultant will maintain in effect the following insurance coverage:

(a) Professional Liability Insurance in the amount of One Million (\$1,000,000.00) Dollars per occurrence, with a maximum deductible of \$150,000 per occurrence, \$450,000 aggregate. Consultant shall notify City in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

(b) Comprehensive General Liability Insurance in the amount of

\$1,000,000.00 Single Limit Bodily Injury and Property Damage coverage for each occurrence, which will include products, completed operations, and contractual liability coverage. The City must be named as an additional insured on this policy.

(c) Worker's compensation and employer's liability coverage within the statutory limits of the State of Colorado.

10.2 The Consultant must give thirty (30) days prior written notice of cancellation or of substantial modifications in the insurance coverage, to the Project Coordinator.

10.3 The insurance must be furnished by an insurance company rated B+:VI or better, or its equivalent, according to Bests' Guide Rating Book and must additionally be furnished by insurance companies duly authorized to do business in the State of Florida and countersigned by the company's Florida resident agent.

10.4 Consultant shall provide to City a Certificate of Insurance or a copy of all insurance policies required above. City reserves the right to require a certified copy of such policies upon request. All certificates and endorsements required herein shall state that the City shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

ARTICLE 11. INDEMNIFICATION

Consultant herein agrees to indemnify and hold harmless the City, and its officer and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement. This Article 11, and Consultant's indemnification contained herein, shall survive the termination and expiration of the Agreement.

City herein agrees to indemnify and hold harmless the Consultant and its subconsultants,

and its officer and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the City and other persons employed or utilized by the City in the performance of the Agreement. This Article 11, and City's indemnification contained herein, shall survive the termination and expiration of the Agreement.

ARTICLE 12. VENUE

12.1 This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

12.2 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

ARTICLE 13. LIMITATION OF LIABILITY

13.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the amount of the fees for Services agreed upon under the terms of the Agreement, less any amount(s) paid to Consultant thereunder. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of

the fee for Services agreed upon under the terms of the Agreement, less the amount of all funds actually paid by the City to the Consultant.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to Consultant for money damages due to an alleged breach by the City of this Agreement in an amount in excess of the amount of fees due under this Agreement, which amount shall be reduced by the amount actually paid by the City to Consultant for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this subparagraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

ARTICLE 14. MISCELLANEOUS PROVISIONS

14.1 The laws of the State of Florida shall govern this Agreement.

14.2 Equal Opportunity Employment Goals: Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, disability or sexual orientation and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to sexual orientation, race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or compensation; and selection for training, including apprenticeships. Consultant agrees to furnish City with a copy of its Affirmative Action Policy.

14.3 Public Entity Crimes Act: In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes), a person or affiliate who is a consultant, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building

or public work, may not bids or leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or subconsultant under a contract with the City, and may not transact business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section by Consultant shall result in cancellation and may result in Consultants debarment.

14.4 No Contingent Fee: Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

14.5 The Consultant represents that it has made and will make reasonable investigation of all subconsultants to be utilized in the performance of work under this Agreement to determine that they possess the skill, knowledge and experience necessary to enable them to perform the services required. Nothing in this Agreement shall relieve the Consultant of its prime and sole responsibility for the performance of the work under this Agreement.

14.6 The Consultant, its consultants, agents and employees and subconsultants, shall comply with all applicable Federal, State and County laws, the Charter, related laws and ordinances of the City of Miami Beach, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies as they relate to this Project.

14.7 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by Consultant, under any circumstances, without the prior written consent of City.

14.8 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

ARTICLE 15. NOTICE

15.1 All written notices given to City by Consultant shall be addressed to:

City Manager's Office
c/o Assistant City Manager Tim Hemstreet
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

With a copy to:

Miami Beach, Florida 33139

All written notices given to the Consultant from the City shall be addressed to:

Craig Richardson, Vice President and Principal
Clarion Associates
1526 E. Franklin Street, Ste 102
Chapel Hill, N. C. 27516

All notices mailed to either party shall be deemed to be sufficiently transmitted if sent by certified mail, return receipt requested.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed in their names by their duly authorized officers and principals, attested by their respective witnesses and City Clerk on the day and year first hereinabove written.

Attest

CITY OF MIAMI BEACH

CITY CLERK

MAYOR

Attest

CONSULTANT
CLARION ASSOCIATES.

Signature/Witness

Signature/Vice-President and Principal

Print Name

Print Name

SCHEDULE A

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND CLARION ASSOCIATES

SCOPE OF SERVICES

General Description and Purpose

This Scope of Services involves completion of Part One of a two part planning and implementation process for the City of Miami Beach. The overarching goal of this two part Project is to develop a planning and regulatory system to evaluate the impacts and then appropriately mitigate Major Development Projects within the city.

Part One: The Policy Framework, focuses on the development of a policy framework for the effort. This will be done through three primary tasks. First (Task 1: Project Initiation and Scoping), the Consultant, with assistance from City staff, will establish baseline conditions in the city relevant to the development of a policy framework, and confirm the goals for the project established by the policy makers. This will include the synthesis of information related to the future growth/land use allocation under the city's comprehensive plan; evaluation of existing and future transportation conditions (based on existing data as provided by the City), and off-street parking conditions; evaluation of the existing and future conditions of other public facilities relevant to the effort (schools and parks); evaluation of the city's concurrency management system; evaluation of affordable housing conditions; evaluation of relevant fiscal conditions; and evaluation of the existing regulatory environment for Major Development Projects. It will also involve a work session/kick-off meeting with the City Council to discuss the Project and its schedule, and re-confirm the goals for the Project. Second (Task 2: Policy Options for Planning for, Regulating and Mitigating Major Development Projects), the Consultant will prepare a policy options report that outlines the various planning and regulatory policy options available to the city. It is contemplated that the options will include both planning, regulatory and fiscal options. Third (Task 3: Work session on Policy Options), the Consultant will conduct a work session with the City Council to discuss the policy options, and then get direction from the Council on which policy option(s) report they want to implement.

Part Two: Implementation (Not budgeted as part of Scope of Services), involves the actual implementation of the policy option(s) selected by the City Council. It could include comprehensive plan amendments, regulatory modifications, and/or changes to laws and programs related to fiscal issues, and paying for the costs the city incurs to accommodate Major Development Projects. Part Two: Implementation, would only begin after the decision makers have made a decision about the most appropriate Implementation option, and directed Consultant to proceed with a specific implementation option. Because there are a significant variety of Implementation options the City will be considering in this project, the specific work program for Phase 2: Implementation, cannot be developed until completion of Phase 2.

PART ONE: THE POLICY FRAMEWORK

TASK 1: PROJECT INITIATION AND RECONFIRMATION OF PROJECT GOALS

General

In Task 1, the Consultant will:

- Review the base-line data, appropriate demographic information, studies, and related land use information provided by City staff. This will include:
 - Data showing the remaining allocation of development under the city's comprehensive plan.
 - The approved but unbuilt development in the city, and its type.
 - Existing land use conditions.
 - The future capacity for development under existing zoning.
- Review the base-line data and projections related to transportation conditions provided by City staff. This will include:
 - Existing conditions of the road system;
 - Projected condition of the road system in 5, 10, and 20 years.
 - Existing condition of the public transportation system.
- Review the base-line data and related information provided by City staff on off-street parking conditions, and future options for off-street parking.
- Review the baseline conditions and projections related to public schools, provided by City staff.
- Review the baseline conditions and projections related to parks, provided by City staff.
- Review baseline conditions related to housing affordability for the work force, provided by City staff.
- Review and evaluate the city's concurrency management system.
- Review the city's existing comprehensive plan and land development regulations, as they relate to the review of Major Development Projects.
- Review the city's budget and capital improvement plan as it relates to expenditures for roads, schools, and parks.
- Prepare draft Goals for the Project.
- Conduct two days of reconnaissance of the city to see how issues are playing out, and meet with City staff.
- Conduct an initial kick-off meeting/ work session with the City Council to discuss project goals and related issues.

Specific Tasks

Task 1.1 – Review Base-line Data, and Studies. City staff will transmit to Consultant a summary of all relevant background documents, data, and information for review prior to the reconnaissance and kick-off meeting/work session with the City Council. These studies and data will include, at a minimum:

- Data showing the remaining allocation of development under the city's comprehensive plan.
- The approved but unbuilt development in the city, and its type.

- Existing land use conditions.
- The future capacity for development under existing zoning.
- Base-line data and projections related to transportation conditions. This will include:
 - Existing conditions of the road system;
 - Projected conditions of the road system in 5, 10, and 20 years.
 - Existing conditions of the public transportation system.
 - Planned and proposed public transportation improvements.
 - Existing conditions of the pedestrian and bicycle network.
 - Planned and programmed improvements for the pedestrian and bicycle network.
- Base-line data and related information on off-street parking conditions, and future options for off-street parking.
- Baseline conditions and projections related to public schools.
- Baseline conditions and projections related to parks.
- Baseline conditions related to housing affordability for the work force.
- The city's concurrency management system.
- The city's existing comprehensive plan (including FLUM) and land development regulations.
- The city's budget and capital improvement plan as it relates to expenditures for roads, schools, and parks.
- Regional and other local plans, transportation studies, or park or school studies, as they might relate to the project.
- Demographic data, data on existing population, and population estimates.
- Other relevant background studies and information (e.g., settlement agreements with the Florida Department of Community Affairs (FDCA)).

Task 1.2 – Prepare draft Goals. Based on a review of the background data and discussion with City staff, the Consultant will prepare a draft set of general Goals for the Project. The Goals will be informed by Consultant's review of the background data and studies outlined above. A preliminary draft of the Goals will be provided to City staff for review and comment. City staff will provide Consultant a consolidated set of comments. After City staff review and comment on the draft Goals, Consultant will make mutually agreed changes to reflect comments and suggestions. The Goals will be provided to the public and City Council prior to the kick-off meeting/work session with City Council in Task 1.

Task 1.3 – Reconnaissance and Interviews. After review of the data, studies, plans, and regulations provided by City staff in Task 1.1, and preparation of the draft Goals in Task 1.2, Consultant will make Trip 1 to the city to participate in two days of reconnaissance and meetings with City staff, to see how issues are "playing out on the ground." In addition to reconnaissance, Consultant will spend one day interviewing stakeholders and elected officials to get their individual input about their goals for the Project, and insight on particular issues. During the reconnaissance and interviews, Consultant will also document issues and goals of relevance to the project.

Deleted: task

Deleted: other

Task 1.4 – City Council Kick-off Meeting/Work session. During Trip 1, Consultant will facilitate and present materials at a kick-off meeting/work session with the City Council on the project. The purpose of the kick-off meeting/work session will be to discuss the project goals, work plan (scope of services), process, and schedule, and discuss the baseline conditions that

inform the goal-setting and the policy options. The Consultant will receive input from the City Council regarding project goals, the schedule, the baseline data and existing conditions.

**Task 1:
Responsibilities and Work Product**

Consultant Responsibilities/Deliverables:

- ✓ Review base-line materials (data, studies, plans, development codes, regulations, etc., sent by City staff).
- ✓ Prepare draft Goals for Project.
- ✓ Participate in reconnaissance to see how issues are playing out on the ground.
- ✓ Meet with City staff to refine work plan/scope of services.
- ✓ Conduct work session/kick-off meeting with City Council on project Goals and related issues.

City Staff Responsibilities:

- ✓ Deliver two copies of all data, studies, plans, codes, studies, and related documents, as outlined in Task 1.
- ✓ Summarize background data as described in Task 1
- ✓ Review and provide consolidated set of comments on Goals of Project.
- ✓ Set up logistics for, and go with Consultant on reconnaissance.
- ✓ Meet with Consultant to refine work plan/scope of services.
- ✓ Organize work session/kick-off meeting with City Council.

Trip 1:

- ✓ One, two day trip to city for reconnaissance, meetings with City staff, interviews, and kick-off meeting/work session with City staff.

Completion Date: One month after City staff provision of base-line materials to Consultant outlined in Task 1 (estimated to be two months after execution of Agreement).

TASK 2: PREPARE POLICY OPTIONS MEMORANDUM

General

In Task 2, the Consultant will:

- o Prepare *Policy Options for Planning for, Regulating, and Mitigating Major Development Projects*; and
- o Revise the Policy Options memorandum, based on City staff comments.

Specific Tasks

Task 2.1 – Prepare Policy Options Memorandum. After completion of Task 1 and direction from City Council on the Goals, Consultant will prepare *Policy Options for Planning for, Regulating, and Mitigating Major Development Projects*. It is a Policy Options memorandum that generally does the following:

- Summarizes the existing conditions relevant to the design of a planning and regulatory system to assess the impacts and mitigate Major Development Projects.
- Outlines the Goals of the Project.
- Discusses options available to the City to address the issue, in ways that are consistent with the Goals and legal requirements; and
- Recommends several implementation approaches.

The summary of existing conditions will focus on the following substantive areas as they might be affected by Major Development Projects: land use; roads and off-street parking; public transportation, parks; schools, affordable housing; fiscal conditions and paying for growth; and concurrency management. More specifically, this section will:

- Identify the potential for Major Development Projects to impact the City, given the remaining capacity for growth and development in relation to what is allocated under the City's comprehensive plan and zoning;
- Identify existing land use conditions and the potential to encourage land uses that have the potential to reduce certain public facility impacts (e.g., mixed use development);
- Identify base-line data and projections related to transportation conditions, including existing and projected conditions of the road system, in order to evaluate mitigation options available for transportation impacts;
- Identify base-line data and related information on off-street parking conditions, and future options for off-street parking.
- Identify baseline conditions and projections related to public schools and parks, and the potential for the design of mitigation options.
- Evaluate the city's budget and capital improvement plan as it relates to expenditures for roads, schools, and parks, and how and whether fiscal issues should fit into a planning and mitigation program for Major Development Projects.
- Identify baseline conditions related to housing affordability for the work force and the potential to develop mitigation options.
- Evaluate the city's concurrency management system, and its potential relationship to any type of planning and mitigation program for Major Development Projects.
- Evaluate the city's existing comprehensive plan (including FLUM) and land development regulations, and their potential relationship to any type of planning and mitigation program for Major Development Projects.
- Identify any other relevant background studies and information (e.g., settlement agreements with the Florida Department of Community Affairs (FDCA)) that might affect the design of a program.

The section on project Goals will be based on the Goals presented and discussed with the City Council in Task 1, with any changes directed by the City Council.

The section on policy options will outline different options (tools) available to the city in the design of a planning, regulatory, and mitigation program for Major Development Projects. The options presented will be integrated and coordinated with each other (it is contemplated that the program will probably have multiple parts, so the component parts will be structured and coordinated to be complete and self-supporting). Where other local governments either in Florida or other parts of the nation have used the options (tools) highlighted, the section will provide a brief discussion of the local government's use of the tool, and its pros and cons. Also, and where relevant, this section of the memo will identify any legal, administrative, institutional, or other potential limitations with the tool.

Deleted:

Deleted:

Based on the discussion and evaluation of potential options available to the city in the design of a planning, regulatory, and mitigation program for Major Development Projects in the previous section, the concluding section of the memo will recommend one or two of the options for the City. The options presented will be integrated, coordinated, and self-supporting. The section will

Deleted:

also discuss any legal, administrative, institutional, or other potential limitations with the options, and outline what needs to be done to implement the option. It is contemplated that the option(s) will be broad-based, and could involve both comprehensive plan and regulatory amendments, as well as other support studies.

Task 2.2 – Revise Draft *Policy Options Memo*. A preliminary draft of *Policy Options for Planning for, Regulating, and Mitigating Major Development Projects*, will be provided to City staff for one round of review and comment. City staff will provide Consultant a consolidated set of comments. After City staff review and comment on the draft *Policy Options Memo*, Consultant will make mutually agreed changes to reflect comments and suggestions. The memo will then be provided to City staff for distribution to the public and City Council prior to the worksession with City Council on the *Policy Options Memo* in Task 3.

**Task 2:
Responsibilities and Work Product**

Consultant Responsibilities/Deliverables:

- ✓ Prepare draft *Policy Options for Planning for, Regulating, and Mitigating Major Development Projects*.
- ✓ Revising *Policy Options Memo*, based on City staff comments.

City Staff Responsibilities:

- ✓ Review and provide consolidated set of comments on *Policy Options for Planning for, Regulating, and Mitigating Major Development Projects*.
- ✓ Distribute *Policy Options Memo* to City Council and public.

Completion Date: Two and one-half months after completion of Task 1

TASK 3: WORK SESSION ON POLICY OPTIONS MEMO

After completion of *Policy Options for Planning for, Regulating, and Mitigating Major Development Projects*, the Consultant will conduct a work session with the City Council to discuss, present, and get input from the City Council and the public on the *Policy Options Memo*. The purpose of the work session is for Consultant to outline the issues and considerations relevant to the design and implementation of a planning, regulatory, and mitigation program for Major Development Projects for the City, and discuss the recommended option(s), and receive direction on the appropriate Implementation option from the City Council.

It is only after receipt of direction from City Council that Consultant can proceed to Phase 2: Implementation.

**Task 3:
Responsibilities and Work Product**

Consultant Responsibilities/Deliverables:

- ✓ Conduct work session on *Policy Memo* with City Council, receive input and direction.

City Staff Responsibilities:

- ✓ Organize work session with City Council.

Trip:

- ✓ One, one day trip to city for work session with City Council on Policy Memo.

Completion Date: Three weeks after completion of Task 2.

PART TWO: IMPLEMENTATION

Part Two: Implementation, involves the actual implementation of the policy option(s) selected by the City Council in Task 3. It could include comprehensive plan amendments, regulatory modifications, and/or changes to laws and programs related to fiscal issues, and paying for the costs the city incurs to accommodate Major Development Projects.

Part Two: Implementation, only begins after the decision makers have made a decision about the most appropriate Implementation option(s), and directed Consultant to proceed with a specific implementation option. Because there are a significant variety of Implementation options the City will be considering in this Project, the specific work program for Phase 2: Implementation, cannot be developed until completion of Phase 2. It can be developed either concurrent with or shortly after the City Council's consideration of *Policy Options for Planning for, Regulating, and Mitigating Major Development Projects*.

SCHEDULE B**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF MIAMI BEACH AND CLARION ASSOCIATES****CONSULTANT COMPENSATION**

In consideration of the services to be performed by the Professional under this Agreement, Committee agrees to pay Professional an amount not to exceed \$49,852.00. See schedule below for compensation by task.

Deleted:

Deleted:

TASKS**COMPENSATION****PART ONE: THE POLICY FRAMEWORK**

Task 1: Project Initiation/Project Goals	\$19,101.00
Task 2: Prepare Policy Options Memorandum	\$21,390.00
Task 3: Work Session on Policy Options Memo	\$9,361.00

Please refer to attached schedule.

SCHEDULE C**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF MIAMI BEACH AND CLARION ASSOCIATES****HOURLY BILLING RATE SCHEDULE**

<u>Classification</u>	<u>Hourly Billing Rate (FY 2006)</u>
CLARION ASSOCIATES	
Principal / Project Director	\$190.00 per hour
Principal Advisor	\$210.00 per hour
Associate	\$110.00 per hour
Associate	\$65.00 per hour
TISCHLER ASSOCIATES	
Principal / President	\$200.00 per hour
Principal/Vice-President	\$190.00 per hour
Senior Associate	\$185.00 per hour
Associate	\$160.00 per hour
GLATTING JACKSON	
Principal 4	\$225 per hour
Transportation Engineer 4	\$130 per hour
Transportation Engineer 3	\$110 per hour
Transportation Engineer 1	\$75 per hour
Principal 6	\$275 per hour
Principal 2	\$190 per hour
Planner 4	\$130 per hour
Planner 4	\$ 130 per hour
Graphic Artist 2	\$85 an hour
Administrative Assistant	\$60 per hour

SCHEDULE D**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF MIAMI BEACH AND CLARION ASSOCIATES****PROJECT SCHEDULE**

Task	Description:	Completion Date
PART ONE: THE POLICY FRAMEWORK		
1	Project Initiation and Reconfirmation of Project Goals	One month after City staff provision of baseline materials to Consultant outlined in Task 1 (estimated to be two months after Notice to Proceed
2	Prepare Policy Options Memorandum	Two and one-half months after completion of Task 1
3	Work Session on Policy Options Memorandum	Three weeks after Completion of Task 2
PART TWO: IMPLEMENTATION		
Work Program and schedule to be determined after completion of Part One: The Policy Framework		

The above durations include, in working days, the response time of the City and the Program Manager.

RESOLUTION TO BE SUBMITTED

THIS PAGE INTENTIONALLY LEFT BLANK

Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, approving and authorizing the Chief of Police to execute a local overtime reimbursement agreement with the United States Immigration and Customs Enforcement Bureau for the purpose of reimbursement for overtime expenses incurred by the Miami Beach Police Department personnel conducting official treasury/homeland security investigations.

Key Intended Outcome Supported:

Increase resident ratings of Public Safety Services.

Issue:

Shall the City Commission approve the agreement with the United States Immigration and Customs Enforcement Bureau Task Force?

Item Summary/Recommendation:

The United States Immigration and Customs Enforcement Bureau Task Force has funds available to reimburse overtime expenses incurred for Local and State Law Enforcement Agency personnel who participate in Treasury/Homeland Security Investigations. The Task Force has developed an Overtime Reimbursement Agreement to offset costs incurred by Local and State Agencies who participate in these joint operations. Due to the City of Miami Beach's close proximity to the Port of Miami, immigration and illicit narcotics challenges to South Florida in general, there is a need to work closely with the Task Force in mutual law enforcement operations. In conducting these investigations, Miami Beach Police Department personnel will incur overtime costs. The Reimbursement Agreement is established under the provisions of 31 U.S.C. 9703, the Treasury Forfeiture Fund Act of 1972, and is effective on the date it is signed by both parties to the Agreement and terminates on the last day of the Fiscal Year. In addition, there is no match or cost to the City.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:	Amount	Account	Approved
1			
2			
3			
4			
Total			

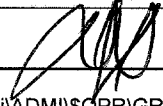
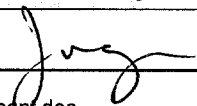
OBPI

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Michael Gruen, Planning and Research Manager

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

F:\poli\ADMIN\OPR\GRUEN06\Commission Item Summary Overtime Reimbursement Agreement.doc



MIAMI BEACH

AGENDA ITEM C77
DATE 7-12-06



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 12, 2006

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE A LOCAL OVERTIME REIMBURSEMENT AGREEMENT WITH THE UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT BUREAU FOR THE PURPOSE OF REIMBURSEMENT FOR OVERTIME EXPENSES INCURRED BY THE MIAMI BEACH POLICE DEPARTMENT PERSONNEL CONDUCTING OFFICIAL TREASURY/HOMELAND SECURITY INVESTIGATIONS.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The United States Immigration and Customs Enforcement Bureau Task Force has funds available to reimburse overtime expenses incurred for Local and State Law Enforcement Agency personnel who participate in Treasury/Homeland Security Investigations. The Task Force has developed an overtime reimbursement Agreement to offset costs incurred by Local and State Agencies who participate in these joint operations. Due to the City of Miami Beach's proximity to the Port of Miami, immigration and illicit narcotics challenges to South Florida in general, there is a need to work closely with the Task Force in mutual law enforcement and homeland security operations. In conducting these investigations, Miami Beach Police Department personnel will incur overtime costs. The Reimbursement Agreement is established under the provisions of 31 U.S.C. 9703, the Treasury Forfeiture Fund Act of 1992 and is effective on the date it is signed by both parties to this Agreement and terminates on the last day of the current Fiscal Year. There is no cash match or costs to the City.


DWD/RM/CN/MG

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE A LOCAL OVERTIME REIMBURSEMENT AGREEMENT WITH THE UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT BUREAU FOR THE PURPOSE OF REIMBURSEMENT FOR OVERTIME EXPENSES INCURRED BY THE MIAMI BEACH POLICE DEPARTMENT PERSONNEL CONDUCTING OFFICIAL TREASURY/HOMELAND SECURITY INVESTIGATIONS.

WHEREAS, Miami Beach Police Department personnel have worked with the United States Immigration and Customs Enforcement Task Force in joint Treasury/Homeland Security Investigations; and

WHEREAS, these investigations and or operations have included Marine Patrol Unit personnel boarding vessels suspected of criminal activity; assisting with security at the Port of Miami for cruise ships; investigative and patrol personnel searching for persons identified as a threat to the United States; in addition to participating in illicit narcotics interdiction; and

WHEREAS, while participating in these investigations, Miami Beach Police Department personnel have incurred significant overtime costs; and

WHEREAS, the United States Immigration and Customs Enforcement Bureau Task Force has funds available to reimburse overtime expenses incurred for Local and State Law Enforcement Agency personnel who participate in Treasury/Homeland Security Investigations; and

WHEREAS, the attached Reimbursement Agreement is established under the provisions of 31 U.S.C. 9703, the Treasury Forfeiture Fund Act of 1992, and is effective on the date it is signed by the Chief of Police as the City's representative and the U.S. Immigration and Customs Enforcement Bureau.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the Chief of Police to execute the attached Local Overtime Reimbursement Agreement with the United States Immigration and Customs Enforcement Bureau for the purpose of reimbursement for overtime expenses incurred by the Miami Beach Police personnel conducting official treasury/homeland security investigations.

PASSED and ADOPTED this _____ day of July, 2006

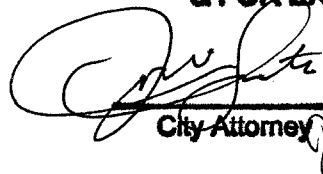
MAYOR

ATTEST:

CITY CLERK

F:\poli\ADMIN\OPR\GRUEN06\Resolution Overtime Reimbursement Agreement.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

6/29/06

Date

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL,
COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE
REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM
THE TREASURY FORFEITURE FUND**

City of Miami Beach, Florida
on behalf of the Miami Beach Police Department

This Agreement is entered into by the Miami Beach Police Dept. (NCIC Code ORI FL0130700 #____) and Immigration and Customs Enforcement (ICE), SAC Miami Office for the purpose of the reimbursement of costs incurred by the Miami Beach P.D. in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of overtime expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by ICE, SAC Miami Office, with the participation of the Miami Beach Police Department, and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

A. Assignment of Officer(s)

To the maximum extent possible, the Miami Beach Police Department shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, the Miami Beach Police Department shall provide the ICE, SAC Miami Office with the names, titles, last four digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. The Miami Beach Police Department may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE, SAC Miami Office, performed by its officer(s) assigned to this joint operation.

The Miami Beach Police Department **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the Miami Beach Police Department must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center
Attn: Forfeiture Fund
6026 LAKESIDE BLVD.
INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Miami Beach Police Dept. must submit to ICE, SAC Miami Office the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.
4. The Miami Beach Police Department remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at \$15,000 per officer per year.
6. The Miami Beach Police Dept. will submit all requests for the reimbursement of joint operations' expenses to ICE, SAC Miami Office.

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Miami Beach Police Dept. agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this Agreement may be amended, upon the written approval by both parties. The revision becomes effective on the date of approval.

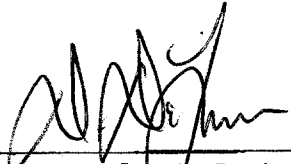
VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between the ICB, SAC Miami Office and the Miami Beach Police Department, and is not intended to confer any right or benefit to any private person or party.

Signatures:

Jesus Torres
Special Agent in Charge
ICB, SAC Miami Office

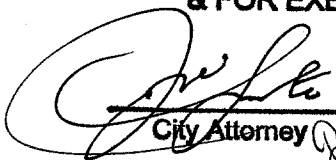
Date: _____



Name: Donald W. De Lucca
Title: Chief of Police
State/Local Agency:
Miami Beach Police Department

Date: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

6/29/06
Date

STATE OR LOCAL LAW ENFORCEMENT PERSONNEL
ASSIGNED TO PARTICIPATE IN THE STATE AND
LOCAL OVERTIME EXPENSE PROGRAM WITH
US IMMIGRATION AND CUSTOMS ENFORCEMENT BUREAU

State or Local Agency: Miami Beach Police Department

OCDETF Case: Yes No x

CDETF Investigation Number(s): FC/FLS/

If Non-OCDETF, related ICE Case Number(s):

XX06ZA03XX0007

The law enforcement personnel listed below are provided to assist with the above-identified investigation. Any modification of the list of law enforcement personnel must be agreed to in writing by all parties to this Agreement and made part of said Agreement.

NAME	TITLE/RANK*	OVERTIME** HOURLY WAGE RATE	DOB	SSN
1. Dale A. Twist	Sergeant	\$52.33	08/04/63	262-75-1495
2. Vicente Canete	Officer	\$45.21	03/29/67	590-18-5064
3. Larry Marrero	Officer	\$45.21	12/23/59	261-45-4031
4. Michael Pryor	Officer	\$45.21	02/09/62	264-77-8150
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

(If additional personnel are to assist, photocopy this page and insert in the Agreement request.)

..*Sworn Officers ONLY – Rank of Sgt. and below.

..**STRAIGHT TIME AND HALF WITH NO BENEFITS INCLUDED. FIGURE RECORDED TO TWO DECIMAL POINTS (\$00.00)

SAC/MIAMI

**STATE OR LOCAL LAW ENFORCEMENT PERSONNEL
ASSIGNED TO PARTICIPATE IN THE STATE AND
LOCAL OVERTIME EXPENSE PROGRAM WITH
US IMMIGRATION AND CUSTOMS ENFORCEMENT BUREAU**

State or Local Agency: Miami Beach Police Department

OCDETF Case: Yes No x

CDETF Investigation Number(s): FC/FLS/

If Non-OCDETF, related ICE Case Number(s):

XX06ZA03XX0007

The law enforcement personnel listed below are provided to assist with the above-identified investigation. Any modification of the list of law enforcement personnel must be agreed to in writing by all parties to this Agreement and made part of said Agreement.

NAME	TITLE/RANK*	OVERTIME** HOURLY WAGE RATE	DOB	SSN
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

(If additional personnel are to assist, photocopy this page and insert in the Agreement request.)

*Sworn Officers ONLY – Rank of Sgt. and below.

..**STRAIGHT TIME AND HALF WITH NO BENEFITS INCLUDED. FIGURE RECORDED TO TWO DECIMAL POINTS (\$00.00)

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY		
U.S. CUSTOMS AND BORDER PROTECTION		
AGENCY IDENTIFIER: 7005	AGENCY LOCATION CODE (ALC): 70-05-0800	ACH FORMAT: <input checked="" type="checkbox"/> CCD+ <input type="checkbox"/> CTX <input type="checkbox"/> CTP
ADDRESS: NATIONAL FINANCE CENTER, 6026 LAKESIDE BLVD.		
INDIANAPOLIS, IN 46278		
CONTACT PERSON NAME: FORFEITURE FUND TEAM/Attn: Eliot VanVelzen		TELEPHONE NUMBER: (317) 614-4613
ADDITIONAL INFORMATION:		

PAYEE/COMPANY INFORMATION

NAME	SSN NO. OR TAXPAYER ID NO.
ADDRESS	
CONTACT PERSON NAME:	
TELEPHONE NUMBER: ()	

FINANCIAL INSTITUTION INFORMATION

NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: ()
NINE-DIGIT ROUTING TRANSIT NUMBER: _ _ _ _ _	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER: ()

NSN 7540-01-274-9925

SI-3881 (Rev 12/90)
Prescribed by Department of Treasury
31 U.S.C. 3322; 31 CFR 210

Instructions for Completing SF 3881 Form

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

Condensed Title:

A Resolution Accepting the City Manager's Recommendation Relative to the Ranking of Firms and Authorizing Negotiations, Pursuant to a Request for Proposal (RFP) No. 16-05/06 for Emergency Disaster Debris Monitoring Services.

Key Intended Outcome Supported:

Improve Cleanliness of Miami Beach Rights of Way especially in Business areas.

Issue:

Shall the City Commission approve the City Manager's recommendation?

Item Summary/Recommendation:

On April 11, 2006, the Mayor and City Commission approved the issuance of Request for Proposals (RFP) No. 16-05/06 for Emergency Debris Monitoring Services.

RFP No. 16-05/06 was issued on April 12, 2006 with an opening date of June 9, 2006. On June 9, 2006, the City's Procurement Division received RFP's from the following firms:

- American Consulting Engineers of Florida
- Avar, Inc.
- Beck Disaster Recovery, Inc.
- Camp Dresser and McKee, Inc. (CDM)
- Consul Tech Construction Management, Inc.
- CRB Geological & Environmental Services, Inc.
- GBF Engineering, Inc.
- Keith & Schnars, PA
- Malcolm Pirnie, Inc.
- Post Buckley Schuh and Jernigan (PBS & J)
- Tubosun Giwa & Partners, Inc.

On June 26, 2006 the Evaluation Committee, appointed by the City Manager via Letter to Commission (LTC) No. 156-2006, ranked all 11 firms and shortlisted 6 firms to provide presentations. On June 29, 2006 the firms provided presentations and the Evaluation Committee ranked all 6 firms. It was the Committee's decision to recommend the top 3 top ranked firms to the City Manager to provide services under this RFP. The top three ranked firms are as follows:

- Beck Disaster Recovery, Inc.;
- Malcolm Pirnie, Inc.; and
- Camp Dresser and McKee, Inc. (CDM)

ACCEPT THE CITY MANAGER'S RECOMMENDATION

Advisory Board Recommendation:

N/A

Financial Information:

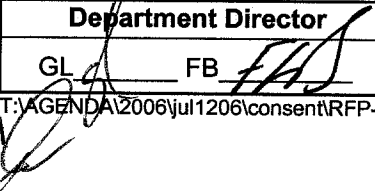
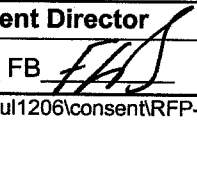
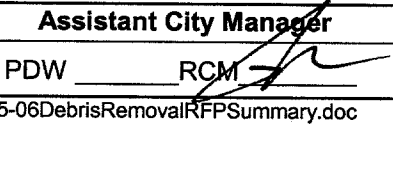
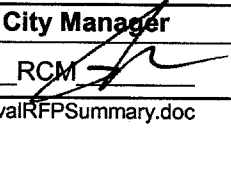
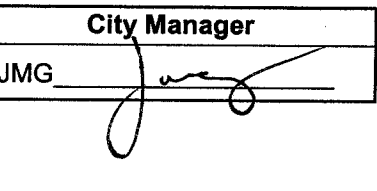
Source of Funds:		Amount	Account	Approved
	1			
	2			
OBPI	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Gus Lopez, ext. 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL  FB 	PDW  RCM 	JMG 

T:\AGENDA\2006\jul1206\consent\RFP-16-05-06DebrisRemovalRFPSummary.doc



MIAMI BEACH



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: July 12, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS; AUTHORIZING THE ADMINISTRATION TO NEGOTIATE PROFESSIONAL SERVICES AGREEMENTS PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 16-05/06, FOR EMERGENCY DISASTER DEBRIS MONITORING SERVICES FOR THE CITY OF MIAMI BEACH; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE PROFESSIONAL SERVICES AGREEMENTS UPON COMPLETION OF SUCCESSFUL NEGOTIATIONS WITH ANY OR ALL OF THE FOLLOWING THREE (3) FIRMS: 1) BECK DISASTER AND RECOVERY, INC.; 2) MALCOLM PIRNIE, INC.; AND 3) CAMP DRESSER AND MCKEE, INC.**

ADMINISTRATIVE RECOMMENDATION

Adopt the Resolution.

ANALYSIS

A comprehensive debris management plan is an essential and critical element in the efficient recovery efforts when a disaster strikes. Emergency crews can only access critical areas of the City as well as handle emergency health and welfare cases if debris is removed from the roads and access areas.

The Federal Emergency Management Agency (FEMA) provides public assistance funds for debris clearance, removal and disposal operations. Eligible applicants include State and local governments. On August 28, 2005, FEMA determined that the damage in certain areas of the State of Florida resulting from Hurricane Katrina which occurred on August 24, 2005, and with Hurricane Wilma shortly after, were sufficient in severity and magnitude to warrant a major disaster declaration under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5206 (the Stafford Act).

In order for the City of Miami Beach to receive assistance for disaster debris removal, the City must implement a debris removal monitoring service. This service is provided by independent consultants that are selected by the City. Monitoring of debris removal and disposal contractor activities is a critical component in successful debris operations and in the justification and documentation of any application for FEMA Public Assistance funding. The responsibility of these Consultants will be to deploy trained debris monitors to observe and document contractor activities. At a minimum these monitors should be stationed at all pick-up and disposal sites.

On April 11, 2006, the Mayor and City Commission approved the issuance of Request for Proposal (RFP) 16-05/06 for Emergency Debris Monitoring Services. The purpose of this RFP was to select several firms that could provide Emergency Debris Monitoring Services as required by the City and FEMA. The selected Consultants will provide the following services:

- Conduct post-storm debris quantifications and response operations planning
- Monitor multiple contractors, at the direction of the City
- Certify contractor vehicles and complete safety checklists
- Issue and sign multipart load tickets from field monitored positions
- Conduct staging area monitoring to include validating truck haul quantities signing lead tickets and ensuring trucks are empty on departure
- Implement and maintain a disaster debris operations management system linking load ticket and Temporary Debris Management Site (TDMS) information to support reconciliation and documentation
- Troubleshoot collection delays and other operational issues in work areas
- Provide daily and weekly updates to the City
- Conduct final inspections, monitor TDMS restoration and deliver closeout reports
- Perform other related assignments as directed by the debris management office or designated City personnel

RFP No. 16-05/06 was issued on April 12, 2006 with an opening date of June 9, 2006. A pre-proposal was held on May 2, 2006. BidNet issued bid notices to 91 prospective proposers, resulting in 41 proposers requesting the RFQ document, which resulted in the receipt of the following eleven (11) proposals from:

- American Consulting Engineers of Florida
- Avarit, Inc.
- Beck Disaster Recovery, Inc.
- Camp Dresser and McKee, Inc. (CDM)
- Consul Tech Construction Management, Inc.
- CRB Geological & Environmental Services, Inc.
- GBF Engineering, Inc.
- Keith & Schnars, PA
- Malcolm Pirnie, Inc.
- Post Buckley Schuh and Jernigan (PBS & J)
- Tubosun Giwa & Partners, Inc.

The City Manager via Letter to Commission (LTC) No. 156-2006, appointed an Evaluation Committee consisting of the following individuals:

- James Sutter, Internal Auditor, City of Miami Beach, (Chair);
- Jackie Fernandes, Middle Beach Resident, and Neighborhood Leadership Academy Graduate;
- Fernando Vazquez, City Engineer, City of Miami Beach;
- Suzanne Stolar, South Beach Resident, and Neighborhood Leadership Academy Graduate;
- Cliff Leonard, Risk Manager, City of Miami Beach;
- Alberto Zamora, Sanitation Director, City of Miami Beach;
- Gisenia Gonzalez, South Beach Resident, and Neighborhood Leadership Academy Graduate

On June 20, 2006, the Committee convened and a quorum was attained. Committee Members James Sutter, Cliff Leonard and Gisenia Gonzalez, were not present for the short listing of firms.

Fernando Vazquez, P.E., City Engineer, and staff from the City's Procurement Division addressed the committee and provided general information on the scope of services. The Committee was also provided Evaluation Surveys and Risk Assessment Plans for all the firms being evaluated.

The Committee also discussed the Selection Criteria, which was used to evaluate and rank the firms:

1. The experience and qualifications of the Consultant (15 points).
2. The experience and qualifications of the Key Personnel (15 points).
3. Experience and qualification of Team (10 points).
4. Cost (20 points).
5. Methodology and Approach. (10 points)
6. Risk Assessment. (10 Points)
7. Past performance based on number and quality of the Performance Evaluation Surveys (20 points).

Cost information based on Hurricane's Wilma and Katrina were used to evaluate and score the proposed hourly billing rate and reimbursables.

HYPOTHETICAL COST COMPARISON BASED ON HURRICANES WILMA AND KATRINA			
Firm Name	Total Labor Fee	Total Expense Fee	Grand Total
Avart, Inc.	\$381,989	\$11,570	\$393,559
Malcolm Pirnie	\$434,079	\$0	\$434,079
Beck Disaster Recovery, Inc.	\$443,700	\$0	\$443,700
CRB Geological & Environmental Services, Inc.	\$445,695	\$12,320	\$458,015
Tubosun Giwa & Partners, Inc.	\$536,640	\$11,500	\$548,140
Camp Dresser and McKee (CDM)	\$591,026	\$29,552	\$620,578
Post Buckley Schuh and Jernigan (PBSJ)	\$485,690	\$214,800	\$700,490
American Consulting Engineers of Florida	\$697,474	\$30,905	\$728,379
GBF Engineering, Inc.	\$0	\$0	\$820,315
Keith & Schnars, PA	\$0	\$0	\$837,480
Consul Tech Construction Management, Inc.	\$869,460	\$0	\$869,460

The Evaluation Committee was unable to rank all firms on the first meeting, so a second meeting was scheduled for June 26, 2006 to shortlist and finalize the ranking of firms.

On June 26, 2006, the Evaluation Committee convened with Committee Member Suzanne Stolar and Gisenia Gonzalez unable to attend, nevertheless quorum was attained so the meeting proceeded. After evaluation of proposals, the Committee discussed the selection criteria as well as various options in ranking all the firms. It was the Committee's overall opinion to eliminate 5 firms; Avart, Inc., Consul Tech Construction Management, Inc., GBF Engineering, Inc., Keith & Schnars, PA, and Tubosun Giwa & Partners, Inc. The remaining 6 shortlisted firms were invited to provide a 10 minute presentation with 15 minute question and answer session at a later date. The 6 selected shortlist firms were:

- American Consulting Engineers of Florida
- Beck Disaster Recovery, Inc.
- Camp Dresser and McKee, Inc. (CDM)
- CRB Geological & Environmental Services, Inc.
- Malcolm Pirnie, Inc.
- Post Buckley Schuh and Jernigan (PBS & J)

On June 29, 2006, the Evaluation Committee convened with a quorum to further discuss the evaluation of the 6 remaining firms as well as receive presentations from the 6 firms. On June 27, 2006, one of the shortlisted firms, Post Buckley Schuh and Jernigan (PBS&J), communicated to the City's Procurement Division, their request to withdraw from this RFP process and that they would not receive any further consideration in reference to this RFP.

After all firms' provided their presentations, the Committee members discussed their individual perceptions of the firms' qualifications, experience, and competence, and ranked the firms accordingly:

Company Name	James Sutter (Chair)	Fernando Vazquez	Jackie Fernandes	Al Zamora	Cliff Leonard
American Consulting Engineers of Florida (5)	73 (3)	54 (4)	74 (4)	46 (5)	71 (3)
Beck Disaster Recovery, Inc. (1)	94 (1)	65 (3)	89 (1)	84 (1)	87 (2)
Camp Dresser and McKee, Inc. (CDM) (3)	68 (4)	53 (5)	71 (5)	60 (3)	89 (1)
CRB Geological & Environmental Services, Inc. (4)	59 (5)	80 (2)	81 (3)	50 (4)	59 (5)
Malcolm Pirnie, Inc. (2)	91 (2)	81 (1)	83 (2)	80 (2)	68 (4)
Post Bukley Schuh and Jernigan (PBS&J) (Withdrawn) (6)	14 (6)	20 (6)	22 (6)	19 (6)	20 (6)

It was motioned by Fernando Vazquez and seconded by Al Zamora to recommend to the City Manager that the Administration award three contracts and to select the top three ranked firm's to negotiate contracts in reference to this RFP.

The top three ranked firms are as follows:

- Beck Disaster Recovery, Inc.;
- Malcolm Pirnie, Inc.; and
- Camp Dresser and McKee, Inc. (CDM)

Furthermore, the City's Procurement Division received excellent Evaluation Survey ratings from all three firms that are being recommended for contract negotiation under this RFP.

BECK DISASTER AND RECOVERY, INC. (BDR)

Beck Disaster and Recovery, Inc's experience in the disaster field monitoring and management services dates back to 1989, assisting clients in the Caribbean and South Carolina to recover from the effects of Hurricane Hugo. BDR has assisted over 30 clients recover from the damaging effects of tropical storms, floods, and hurricanes across the United States and the Caribbean. BDR has successfully managed all phases of debris removal and associated reimbursement efforts, including the removal of and reimbursement of over 43 million cubic yards of debris as well as the demolition of over 3,000 uninhabitable residential structures. BDR has assisted local governments in obtaining over \$1 billion in reimbursement funds from Federal Agencies such as FEMA and the National Resource Conservation Services (NRCS). In total they have successfully performed over 50 projects similar in nature to the services requested under the RFP requested by the City of Miami Beach.

MALCOM PIRNIE, INC. (MPI)

Malcolm Pirnie, Inc. is a nationally recognized full service environmental engineering and consulting firm with more than 50 offices located throughout the United States, including eight in Florida. Malcolm Pirnie, Inc., retains a staff of 1,700 engineers, scientist, and support personnel, the firm provides comprehensive environmental services to public and private clients, including water and waste water engineering, solid and hazardous waste management, environmental engineering and permitting, hazard mitigation and security consultant services, and preparedness and recovery services.

The MPI Team assembled will provide the City of Miami Beach with many years of combined experience and first hand knowledge of FEMA, USACE, USEPA and state debris management operations and programs, including, the type of documentation and records required for FEMA and FHWA reimbursement of pre-and post disaster clean-up and recovery costs fro all categories.

CAMP, DRESSER AND MCKEE, INC. (CDM)

For almost 60 years, CDM professionals have been successfully leading and meeting the challenges of the environmental industry. Their most recent relevant Florida expertise includes managing the clean-up of debris in Deerfield Beach after Hurricane Wilma and

assisting Martin County after Hurricane Frances and Jeanne. Within the last year, CDM employees from 20 offices around the country provided more than 20,000 hours of assistance to FEMA regions II, III, and IV in the largest disaster assistance deployment in the company's history. CDM's technical expertise, state and local experience, and qualified personnel, allows them to offer the necessary technical skills when and where the City and FEMA needs them most.

CDM serves more than 220 Florida clients from 10 offices strategically located to provide their clients with the highest quality and local responsiveness. Their Florida offices are staffed with more than 380 professionals who are continually working to stay abreast of local, state and national regulations, and to build strong working relationships with diversified clients. CDM's local Miami office has been serving the City of Miami Beach for the last 14 years. Also, CDM's national resource of personnel allows them to staff any size response team to respond to any emergency disaster no matter the severity.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the attached resolution which requests to accept the City Manager's recommendation and authorize the Administration to negotiate Professional Services Agreements pursuant to Request for Proposal (RFP) NO. 16-05/06, for Emergency Disaster Debris Monitoring Services for the City of Miami Beach; and further authorizing the Mayor and City Clerk to execute Professional Services Agreements upon completion of successful negotiations with any or all of the following three (3) firms: 1) Beck Disaster and Recovery, Inc.; 2) Malcolm Pernie, Inc.; and 3) Camp Dresser and McKee, Inc.

T:\AGENDA\2006\jul1206\consent\RFP-16-05-06DebrisRemovalRFPMEMO.doc

RESOLUTION TO BE SUBMITTED

THIS PAGE INTENTIONALLY LEFT BLANK

Condensed Title:

Accept the City Manager's Recommendation Pertaining to the Ranking of Contractors Pursuant Request For Proposals No.15-05/06, Removal and Disposal of Derelict Vessels; Authorizing to Enter Into Negotiations with the Four (4) Ranked Proposers; and Authorizing the Mayor and City Clerk to Execute Agreements Upon Conclusion of Successful Negotiations.

Key Intended Outcome Supported:

To Improve The Cleanliness of Miami Beach Waterways.

Issue:

Shall the City Commission adopt the Resolution?

Item Summary/Recommendation:

On March 8, 2006, the Mayor and City Commission approved the issuance of Request for Proposals (RFP) No. 15-05/06 for Removal and Disposal of Derelict Vessels. The RFP process seeks to select qualified sea-towing contractors that would assist the City in the removal and disposal of derelict vessels from public waters to comply with the City Key Intended Outcome to improve the cleanliness of Miami Beach waterways.

During strong weather conditions, boats might be shifted and placed in areas where they can develop into a hazardous condition or serious risk to our residents and visitors. After the proper investigation and identification, an abandoned vessel becomes a derelict vessel only after all available means to identify or contact the owner have failed. The retention of a recognized and insured contractor with the expertise on in the removal of vessels would allow the City to respond in a more expeditious manner.

The City Manager via Letter to Commission (LTC) No. 116-2006, appointed an Evaluation Committee ("the Committee") that convened On June 5, 2006. After evaluation of proposals and presentations from Contractors, It was the Committee's overall opinion that only four (4) contractors scored high enough to be deemed qualified to provide services to the City: (1) Blue Water Marine Services,(2) Dock and Marine Construction, (3) H2O Tow, and (4) Biscayne Towing & Salvage.

ADOPT THE RESOLUTION.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:	Amount	Account	Approved
1			
2			
3			
4			
Total			

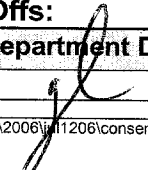
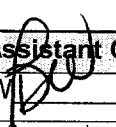
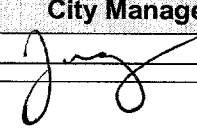
OBPI

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Gus Lopez, ext. 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL 	PDW 	JMG 

T:\AGENDA\2006\11206\consent\RFP-15-05-06 Derelict Vessels - Summary.doc



MIAMIBEACH

AGENDA ITEM

C7V

DATE

7-12-06



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 12, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF CONTRACTORS PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 15-05/06, FOR REMOVAL AND DISPOSAL OF DERELICT VESSELS; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE FOUR (4) TOP RANKED PROPOSERS, BLUE WATER MARINE SERVICES, DOCK AND MARINE CONSTRUCTION, H2O TOW, AND BISCAYNE TOWING & SALVAGE; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On March 8, 2006, the Mayor and City Commission approved the issuance of Request for Proposals (RFP) No. 15-05/06 for Removal and Disposal of Derelict Vessels. The RFP process seeks to select qualified sea-towing contractors that would assist the City in the removal and disposal of derelict vessels from public waters to comply with the City Key Intended Outcome to improve the cleanliness of Miami Beach waterways.

During strong weather conditions, boats might be shifted and placed in areas where they can develop into a hazardous condition or serious risk to our residents and visitors. After the proper investigation and identification, an abandoned vessel becomes a derelict vessel only after all available means to identify or contact the owner have failed. The retention of a recognized and insured contractor with the expertise on in the removal of vessels would allow the City to respond in a more expeditious manner.

The scope of services include:

1. Dive patch and re-float with a pollution stand-by crew the vessels which will include a salvage master, divers, patching materials, pumps, compressors and other specialized equipment necessary to recover the sunken vessels.
2. Tow re-floated vessels to a county landfill area for disposal.
3. Documentation of all work performed.

The proposed cost shall include all applicable fuel surcharges, taxes, or county waste tariffs.

RFP No. 15-05/06 was issued on March 17, 2006 with an opening date of April 17, 2006. A pre-proposal conference to provide information to contractors submitting a response was held on March 27, 2006. BidNet issued bid notices to eight (8) prospective proposers and twenty eight (28) proposers were notified via mail, e-mail, and fax circulation, which resulted in the receipt of following five (5) proposals:

1. BLUE WATER MARINE SERVICES
2. DOCK AND MARINE CONSTRUCTION
3. H2O TOW
4. BISCAYNE TOWING & SALVAGE
5. DRC EMERGENCY SERVICES

The City Manager via Letter to Commission (LTC) No. 116-2006, appointed an Evaluation Committee ("the Committee") consisting of the Following individuals:

- Joel Aberbach, Miami Beach Resident, Member of the Miami Beach Marine Authority
- Donald Blechman, Miami Beach Resident, Member of the Miami Beach Marine Authority
- Lisa Botero, Environmental Specialist, Public Works Department
- Frank de la Torre, Officer, Florida Fish and Wildlife Commission
- Debra Ruggerio, Miami Beach Resident, Leadership Academy Graduate
- Dale Twist, Sergeant Police, Miami Beach Marine Police Patrol Department
- Donald Druitt, Emergency Management Coordinator, Fire Suppression Department

On June 5, 2006, the Committee convened. Committee members Dale Twist and Frank de la Torre were unable to attend. The Committee was provided information on the scope of the project by Donald Druitt, Emergency Management Coordinator, and staff from the City's Procurement Division. The Committee unanimously nominated Donald Druitt as Chair of the Committee. The Committee was also provided presentations by all contractors who provided a response to this RFP. In addition, Committee members were provided with Performance Evaluation Surveys received from past and current clients of the contractors being evaluated. The following Evaluation Criteria was used to evaluate and rank the contractors:

1. The experience and qualifications of the contractor (20 points).
2. Integrity, character, and judgement of the contractor (40 points).
3. Risk Assessment Plan for ensuring quality of work (25 points)
4. Past Performance based on number and quality of the Performance Evaluation Surveys (15 points).

After evaluation of proposals and presentations from Contractors, the Committee discussed the evaluation criteria. The method of ranking the contractors utilized by the Committee was the following: The contractors with more than 50% of the Committee Members' first-place votes will be deemed the top-ranked contractor; subsequent contractors or contractors not receiving the majority of the Committee Member's first-place votes will be ranked based on the total low aggregate ranked score.

It was the Committee's overall opinion that only four (4) contractors scored high enough to be deemed qualified to provide services to the City. A motion was recommended by Donald Druitt (Chair) and, seconded by and approved by all Committee members for Blue Water Marine Services, Dock and Marine Construction, H2O Tow, and Biscayne Towing & Salvage to be recommended for potential award of contracts, adding that this option would

July 12, 2006

Page 3 of 4

be the most flexible and advantageous option for the City in the event of an emergency, such as a hurricane. The final scoring was as follows:

RFP No 15-05-06 REMOVAL AND DISPOSAL OF DERELICT VESSELS	DONALD BLECHMAN	DONALD DRUITT	JOEL ALBERBACH	LISA BOTERO	DEBBRA RUGGERIO	TOTALS
DRC EMERGENCY SERVICES	42 (5)	45(5)	25(5)	20(5)	0(5)	132
BLUE WATER MARINE SERVICES	100(1)	99(1)	100(1)	93(1)	90(1)	482
H20 TOW	55(4)	93(2)	75(4)	88(2)	87(3)	398
BISCAYNE TOWING & SALVAGE	70(3)	87(3)	85(2)	82(4)	74(4)	398
DOCK AND MARINE CONSTRUCTION	85(2)	84(4)	80(3)	86(3)	88(2)	423

RFQ No. 15-05-06	(#s 1)	(#s 2)	(#s 3)	(#s 4)	(#s 5)
DRC EMERGENCY SERVICES	-	-	-	-	5
BLUE WATER MARINE SERVICES	5	-	-	-	-
H20 TOW	-	2	1	2	-
BISCAYNE TOWING & SALVAGE	-	1	2	2	-
DOCK AND MARINE CONSTRUCTION	-	2	2	1	-

FINAL RANKING ORDER

1. BLUE WATER MARINE SERVICES
2. DOCK AND MARINE CONSTRUCTION
3. H20 TOW
4. BISCAYNE TOWING & SALVAGE
5. DRC EMERGENCY SERVICES

CONCLUSION

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida accepting the recommendation of the City Manager pertaining to the ranking of contractors pursuant to Request for Proposals (RFP) No. 15-05/06, for Removal and Disposal of Derelict Vessels; Authorizing the Administration to enter into negotiations with the four (4) top ranked proposers Blue Water Marine Services, Dock and Marine Construction, H2O Tow, and Biscayne Towing & Salvage; and further Authorizing the Mayor and City Clerk to execute agreements upon conclusion of successful negotiation by the Administration.

T:\AGENDA\2006\jul1206\consent\RFP-15-05-06 Derelict Vessels-Memo.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF CONTRACTORS PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 15-05/06, FOR REMOVAL AND DISPOSAL OF DERELICT VESSELS; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE FOUR (4) TOP RANKED PROPOSERS, BLUE WATER MARINE SERVICES, DOCK AND MARINE CONSTRUCTION, H2O TOW, AND BISCAYNE TOWING & SALVAGE; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

WHEREAS, Request for Proposals (RFP) No. 15-05/06 for Removal and Disposal of Derelict Vessels was issued on March 17, 2006 with an opening date of April 17, 2006; and

WHEREAS, the RFP process seeks to select qualified sea-towing contractors that would assist the City in the removal and disposal of derelict vessels from public waters; and

WHEREAS, a pre-proposal conference to provide information to contractors submitting a response was held on March 27, 2006; and

WHEREAS, BidNet issued bid notices to eight (8) prospective proposers, and an additional twenty eight (28) proposers were notified via mail, e-mail, and fax circulation, which resulted in the receipt of five (5) proposals; and

WHEREAS, the City Manager via Letter to Commission (LTC) No. 116-2006, appointed an Evaluation Committee ("the Committee") consisting of the Following individuals:

- Joel Aberbach, Miami Beach Resident, Member of the Miami Beach Marine Authority;
- Donald Blechman, Miami Beach Resident, Member of the Miami Beach Marine Authority;
- Lisa Botero, Environmental Specialist, Public Works Department;
- Frank de la Torre, Officer, Florida Fish and Wildlife Commission;
- Debra Ruggerio, Miami Beach Resident, Leadership Academy Graduate;
- Dale Twist, Sergeant Police, Miami Beach Marine Police Patrol Department;
- Donald Druitt, Emergency Management Coordinator, Fire Suppression Department; and

WHEREAS, on June 5, 2006, the Committee convened (members Dale Twist and Frank de la Torre were unable to attend); and

WHEREAS, the Committee was provided information on the scope of the project, past performance evaluation surveys, risk assessment plans, and evaluation criteria; and

WHEREAS, the Committee was also provided presentations by all responsive proposers; and

WHEREAS, following presentations, the Committee discussed the evaluation criteria and ranked the proposals as follows: (1)Blue Water Marine Services;(2)Dock and Marine Construction; (3)H2O Tow; and (4)Biscayne Towing & Salvage; and

WHEREAS, the City Manager concurs with the Committee's recommendations.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the City Manger pertaining to the ranking of contractors pursuant to Request for Proposals (RFP) No. 15-05/06, for Removal and Disposal of Derelict Vessels; authorize the Administration to enter into negotiations with the four (4) top-ranked proposers, Blue Water Marine Services, Dock and Marine Construction, H2O Tow, and Biscayne Towing & Salvage; and further authorize the Mayor and City Clerk to execute agreements upon conclusion of successful negotiations by the Administration.

PASSED AND ADOPTED THIS _____ DAY OF _____ 2006.

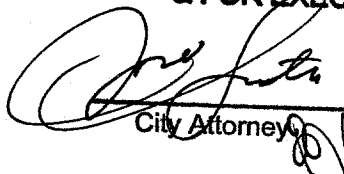
ATTEST:

CITY CLERK

MAYOR

T:\AGENDA\2006\jul1206\consent\RFP-15-05-06 Derelict Vessels - Resolution..doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

6/26/06
Date

Condensed Title:

A Resolution Of The Mayor And The City Commission Of The City Of Miami Beach, Florida, Waiving By 5/7ths Vote, The Formal Competitive Bidding Requirements, Finding Such Waiver To Be In The City's Best Interest, And Approving The Purchase Of One 4,500 Gallon Fuel Tank Truck From Oilmen's Truck Tanks Inc., In The Amount Of \$161,714.75.

Key Intended Outcome Supported:

Ensure well maintained infrastructure.

Issue:

Shall the Mayor and City Commission approve the purchase?

Item Summary/Recommendation:

The purchase of a 4,500 gallon 2006 Peterbilt fuel truck will enable the City to better respond to the emergency fueling needs of the hurricane preparedness plan, the natural disaster plan and other special events. This equipment will also enhance the current level of service provided within the normal business environment. Transporting fuel in the event of a hurricane or disaster, both before and after, is essential to the continued operation of the City. The truck can be set up at temporary locations to directly dispense fuel to City owned storage tanks and vehicles. The truck also has the capability to withdraw fuel from in ground storage tanks and to transport directly from the Port Everglades fuel facilities.

The Administration recommends approving the purchase.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1	\$161,714.75	510-1780-000673	
	2			
	3			
	4			
	Total	\$161,714.75		

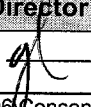
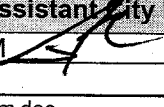
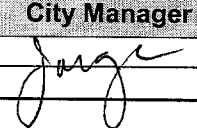
OBPI

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Andrew E. Terpak

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AET _____ GL 	RCM 	JMG 

T:\AGENDA\2006\july1206\Consent\Fuel Truck1Sum.doc





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 12, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING BY 5/7THS VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENTS, FINDING SUCH WAIVER TO BE IN THE CITY'S BEST INTEREST, AND APPROVING THE PURCHASE OF ONE 4,500 GALLON FUEL TANK TRUCK FROM OILMEN'S TRUCK TANKS INC., IN THE AMOUNT OF \$161,714.75**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

\$161,714.75 Funding is available from the Fleet Management Fund Capital Account Number 510-1780-000673.

ANALYSIS

Purchasing a fuel truck will enable Fleet Management to support the hurricane preparedness plan, natural disaster plan and other special events. This equipment will also enhance the current level of service that Fleet Management provides within the normal business environment.

Transporting and delivering fuel to the operating departments in the event of a hurricane or disaster both before and after is essential to the continued operation of the city. The truck can be set up at a temporary location to fuel city vehicles and it can be sent to refuel emergency generator fuel tanks or other operational storage tanks. It can be rerouted based on road condition that may be impassable due to obstructions. This truck is flexible because it has the ability to remove fuel inventory from in-ground storage tanks or from the Port Everglades fuel depot and transport the inventory to an alternate location for distribution. Attachment 1 provides a partial list of storage tanks that would require fuel to maintain city operation such as pumps and generators.

History tells us to expect significant power outages regardless of the intensity of a hurricane or major tropical storm. Without power there is no fuel supply from the ports or stocking local fuel suppliers. At that point we rely on existing inventory and must be able to move fuel as required to support essential citywide generators, pumps stations, city vehicles and equipment to maintain mobility and sustainability in our water and sewer systems and

recovery efforts. While fuel resources are an important component to our emergency response plan; the ability to transport or move fuel is paramount.

The vehicle proposed for purchase is a 4,500 gallon all aluminum tanker which can support multiple fuels in a single transport. The tanker will be divided into 4 compartments. The tanker will be equipped with two (2) meters and a fuel management system and will provide documentation of deliveries and will upload into the existing fuel and fleet management system eliminating the need to make manual transactions into the system.

Current Situation

The City has three (3) pickup trucks which are outfitted with a 100 gallon aluminum portable tank and can legally transport diesel (only) to a remote site. Only one is assigned to Fleet Management; the other two are assigned to Public Works and Fire respectively. Typically only one of the vehicles is available on short notice. Because of the small capacity; 100% of all requests for fuel require multiple trips, tying up a Technician at \$50 per hr and reducing Fleet Managements capacity to provide adequate coverage for repairs and maintenance.

Fleet Management currently provides diesel fuel to City Hall, Police Building, Bass Museum and the Fire Stations. In addition, Fleet is routinely asked to provide fuel service to several of the parking garage fire pumps, generators and public works pump stations. Too often Fleet is unable to meet the operating department needs in a timely and cost effective manner. In some cases it was necessary to walk the fuel to a site in five (5) gallon containers because the necessary equipment to reach the fuel site is currently not available. This type of activity also exposes the city to an increased level of liability in the event of a spill.

A recent request for 3000 gallons resulted in 30 trips at 1 to 2 hours in length depending on travel time and accessibility to the tank receiving the fuel. During hurricane season Fleet Management moved much larger quantities due to pump generator station demands throughout any single day.

The fuel truck proposed will provide the City with the ability to transport and distribute fuel safely to remote sites meeting customer demands and expectations. This truck will allow the transport of gas for the first time; which is something that is not currently possible.

The benefit to having a fuel truck:

- Transport fuel safely within the community.
- Transport large volumes of fuel (both diesel and gas) to remote sites.
- Capable of dispensing fuel to individual cars and equipment at remote sites.
- Record real time fuel transactions.
- Report fuel transaction automatically into the Fleet Fuel management system.
- Flexibility to purchase and transport fuel from alternative suppliers in the event Fleet Management does not have the necessary fuel supply to meet demands and cannot be serviced by our usual vendors.

Beginning October 2006 Fleet Management is preparing to remove and upgrade its fuel tanks to meet mandatory legislation. As a part of the upgrade fuel storage capacity will increase from 18K gallons of gas and 9K of #2 diesel, to 32.4K and 16.2K respectively. During this construction time period the fuel truck will assist in avoiding any interruption of service. With this truck, a remote location can be set up to dispense fuel during that time period and can fuel vehicles during off hours on site.

Fleet Management has two (2) employees who are properly licensed to drive this particular truck and transport fuel. Upon receipt of this vehicle additional employees would be trained and licensed. Special training would be given to the operators of the truck.

Fleet Management will research the prerequisites for getting authorization to set up an account and access fuel depots in Port Everglades. Assuming Fleet Management and the City can meet the requirements, an account will be pursued.

The truck has a life expectancy of ten (10) years plus. It will also enhance the ability to provide support to city vehicles and equipment during hurricanes and other natural disasters.

Fleet Management did extensive research throughout the state and even outside of Florida to locate a truck that could meet the City needs. A truck dealer or distributor of fuel trucks could not be found who had any new vehicles that were not already committed to a buyer. This vehicle type has seen significant popularity after Hurricane's Katrina and Wilma as cities try to become more self-sufficient for future events.

This vehicle was originally designed and purchased by another municipality and was cancelled at the last minute. Completion of the build-out and delivery of this vehicle is expected within the next three (3) weeks. The vendor has offered to modify the specifications of the truck to meet the City needs and can do so without delaying the delivery date. If the City chooses not to purchase this vehicle, a future purchase would have to request a cab and chassis for the production year 2007 because the 2006 year has been balanced out by the manufacturer. The estimated delivery of a 2007 will be between 10 to 12 months plus and the vehicle will be required to have a new ultra low sulphur diesel engine which will increase the price of the power plant alone by \$8,000 to \$10,000 in addition to the increase in overall cost of the truck and the up fitting. In the event the decision is made to order another truck it will probably not be here in time for next hurricane season either.

A search of all approved Federal, State and local contracts has been done with negative results. Only one unit of this type was found as mentioned above; but again this truck is available just in time for the hurricane season and the project of upgrading the city's fuel tanks at Terminal Island beginning in October 2006. The fuel tank replacement project is expected to last six (6) to eight (8) weeks. During this time the fuel facility, which is our sole source of fuel, will be unavailable.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the attached resolution and approve the purchase of one 4,500 gallon fuel tank truck from Oilmen's Truck Tanks Inc., in the amount of \$161,714.75.

JMG/RCM/GL/AET/jvd

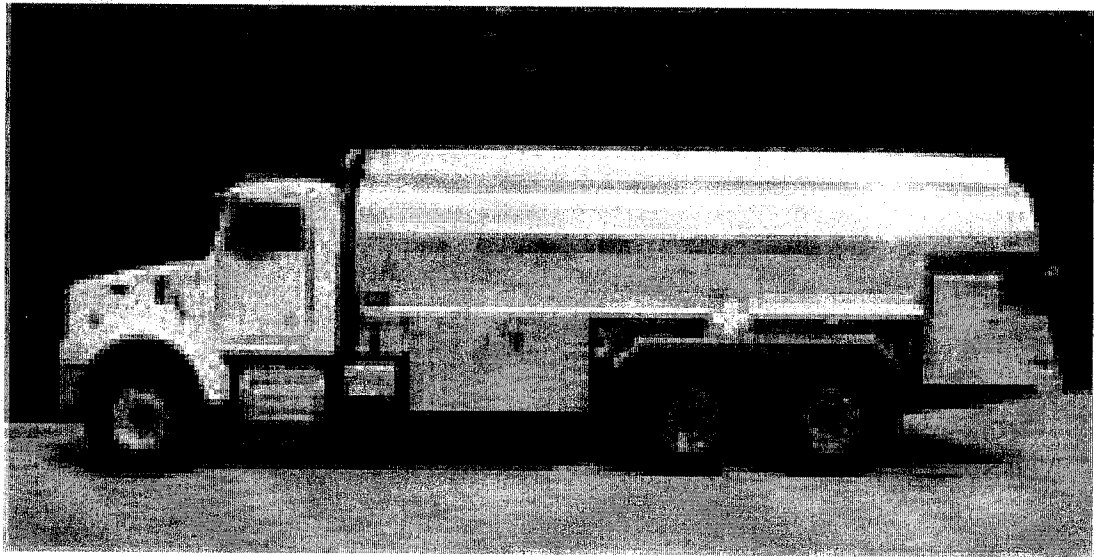
T:\AGENDA\2006\july1206\consent\Fuel Truck.Memo.doc

STORAGE TANK INVENTORY*

Site Name	Location	Tank Size (gal)	Fuel Type
Fleet Management	140 MacArthur Causeway	10,000	Gasoline
Fleet Management	140 MacArthur Causeway	10,000	Gasoline
Fleet Management	140 MacArthur Causeway	10,000	Diesel
Miami Beach Golf Club	2301 Alton Road	1,000	Gasoline
Miami Beach Golf Club	2301 Alton Road	1,000	Diesel
Fire Station #3	5303 Collins Ave.	1,000	Diesel
Convention Center	1901 Convention Center Drive	2,500	Diesel
Police Station	1100 Washington Ave.	6,000	Diesel
Jackie Gleason	1700 Washington Ave.	1,000	Diesel
Pump Station #11	1710 Washington Ave.	2,500	Diesel
Pump Station #19	6854 Indian Creek Drive	1,000	Diesel
Pump Station #21	850 71st. Street	2,500	Diesel
Pump Station #23	750 75th. Street	4,000	Diesel
Pump Station #24	8100 Hawthorne Ave.	500	Diesel
Pump Station #27	5400 Collins Ave.	1,000	Diesel
Pump Station #29	63rd.St. and Indian Creek	4,000	Diesel
Pump Station #28	28th. And Pine Tree	5,000	Diesel
Fire Station #2	2300 Pine Tree Drive	500	Diesel
Pump Station #22	Hagan and S. Shore Dr.	500	Diesel
Pump Station #10	Island View & Venetian Way	500	Diesel
Pump Station #15	W 51st.& Pine Tree Drive	500	Diesel
City Hall	1700 Convention Center Dr.	500	Diesel
Fire Station #1	1051 Jefferson Ave.	250	Diesel
16 St. Garage Fire Pump	16 St. Between Collins & Washington	125	Diesel
25 St. Water Station	451 Dade Boulevard	4,000	Diesel

This schedule of fuel tanks does not include temporary generators/pumps located at construction sites.

*based on available information at the time document was prepared.



RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING BY 5/7THS VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENTS, FINDING SUCH WAIVERTO BE IN THE CITY'S BEST INTEREST; AND APPROVING THE PURCHASE OF ONE 4,500 GALLON FUEL TANK TRUCK FROM OILMEN'S TRUCK TANKS INC., IN THE AMOUNT OF \$161,714.75

WHEREAS, purchasing a fuel truck will enable the Fleet Management Division to support the City's hurricane preparedness plan, natural disaster plan and other special events; and

WHEREAS, this equipment will enhance the current level of service that the Fleet Management Division provides within the normal business environment; and

WHEREAS, transporting fuel in the event of a hurricane or disaster, both before and after, is essential to the continued operation of the City; and

WHEREAS, the truck is mobile and can be set up at a temporary location to fuel permanent City vehicles and be sent to refuel emergency generator fuel tanks or other operational storage tanks; and

WHEREAS, while fuel resources are an important component to our emergency response plan, the ability to transport or move fuel is paramount; and

WHEREAS, the fuel truck being proposed to purchase is a 4,500 gallon all aluminum tanker which can support multiple fuels in a single transport; and

WHEREAS, the fuel truck will provide the Fleet Management Division and the City the ability to transport and distribute fuel safely to remote sites to meet customer demands and expectations; and

WHEREAS, the benefit of the City having a fuel truck include:

- the ability to transport large volumes of fuel (both diesel and gas) to remote sites;
- the capability of dispensing fuel to individual cars and equipment at remote sites;
- the ability to report fuel transaction automatically into the Fleet Fuel management system;
- the flexibility to purchase and transport fuel from alternative suppliers in the event the Fleet Management Division does not have the necessary fuel supply to meet demands and cannot be serviced by our usual vendors; and

WHEREAS, two (2) employees of the Fleet Management Division are properly licensed to drive this particular truck and transport fuel, with additional employees to be trained and licensed; and

WHEREAS, beginning October 2006, the Fleet Management Division is planning to remove and upgrade their fuel tanks to meet mandatory legislation; and

WHEREAS, during this time period the Fleet Management Division can set up a remote location to dispense fuel and fuel vehicles during off hours on-site; and

WHEREAS, the vendor has offered to modify the specifications of the truck to meet the City's needs and can do so without delaying the estimated delivery date; and

WHEREAS, the Fleet Management Division will research the prerequisites for obtaining authorization to set up an account and access fuel depots in Port Everglades; and

WHEREAS, a search for a comparable truck on all approved Federal, State and local contracts has been performed with negative results; and

WHEREAS, this fuel truck is the only unit of this type available in time for this hurricane season and the upgrading the City's fuel tanks at Terminal Island beginning in October 2006; and

WHEREAS, the Administration recommends making this acquisition; and

WHEREAS, the City Manager concurs with the Administration's recommendation.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby waive by 5/7th vote, the formal competitive bidding requirements, finding such waiver to be in the City's best interest; and approve the purchase of one 4,500 gallon fuel tank truck from Oilmen's Truck Tanks, Inc., in the amount of \$161,714.75.

PASSED AND ADOPTED this _____ day of _____, 2006.

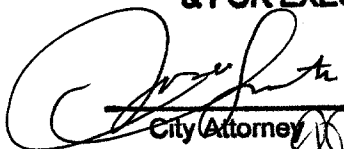
ATTEST:

CITY CLERK

MAYOR

T:\AGENDA\2006\Jul12066\Consent\FuelTruckReso.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

7/5/06

Date

THIS PAGE INTENTIONALLY LEFT BLANK

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution to adopt and appropriate the First Amendment to the Police Confiscation Trust Fund Budget for Fiscal Year 2005/06, in the amount of \$72,335 to be funded from the proceeds of the State Confiscated Funds.

Issue:

Should the First Amendment to the Police Confiscation Trust Fund Budget for Fiscal Year 2005/06 be adopted?

Item Summary/Recommendation:

The Chief of Police has reviewed and identified the needs for the appropriation and has established that the expenditures of forfeiture funds are in compliance with Section 932.7055, Florida State Statutes and the Guide to Equitable Sharing of Federally Forfeited Property for Local Law Enforcement Agencies.

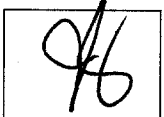
The Administration recommends authorization to adopt and appropriate the First Amendment to the Police Confiscation Trust Fund Budget for Fiscal Year 2005/06.

Advisory Board Recommendation:

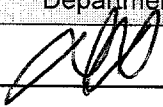

N/A

Financial Information:

Amount to be expended:

Source of Funds:		Amount	Account	Approved
 Finance Dept.	1		Confiscation Funds:	
	2	\$ 72,335	607.8000.351210 State funds	
	3			
	4			
	Total	\$ 72,335		

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 12, 2006

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING AND APPROPRIATING THE FIRST AMENDMENT TO THE POLICE CONFISCATION TRUST FUND BUDGET FOR THE FISCAL YEAR 2005/06 IN THE AMOUNT OF \$72,335 TO BE FUNDED FROM THE PROCEEDS OF THE STATE CONFISCATED FUNDS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Florida Statute 932.7055 provides for expenditures of forfeiture funds for law enforcement purposes.

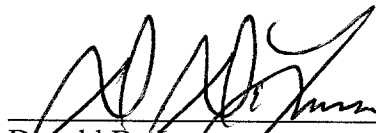
The Miami Beach Chief of Police, Donald De Lucca has reviewed and identified the need for the appropriation and has established that the expenditures of forfeiture funds are in compliance with Section 932.7055, Florida State Statutes, and the Guide to Equitable Sharing of Federally Forfeited Property for Local Law Enforcement Agencies. These forfeiture funds have been deposited in the Police Confiscation Trust Fund. The City has complied with all statutory procedures involved in the transaction of these funds.

The Administration requests authorization to adopt and appropriate the First Amendment to the operating budget for the Police Confiscation Trust Fund for Fiscal Year 2005/06 and to appropriate \$72,335 from the State Confiscated Funds to provide for the expenditures listed in Exhibit "A".

JMG:~~DD~~:mm

AFFIDAVIT

I, Donald De Lucca, Chief of Police, City of Miami Beach, do hereby certify that the aforementioned proposed request for expenditures from the City of Miami Beach Police Confiscation Trust Fund, for the 2005/06 fiscal year providing funds for expenditures as indicated on Exhibit "A", complies with the provisions of Section 932.7055(4)(a), Florida Statutes, and the Guide to Equitable Sharing of Federally Forfeited Property for Local Law Enforcement Agencies.



Donald De Lucca
Chief of Police
Miami Beach Police Department

6/26/06
Date

EXHIBIT "A"

MIAMI BEACH POLICE DEPARTMENT
CONFISCATION TRUST FUND
FIRST AMENDMENT
FISCAL YEAR 2005/06

STATE FUNDS:

GRANT MATCHES:

LOCAL LAW ENFORCEMENT BLOCK GRANT 2005 (LLEBG)	\$	2,929
Additional funds are required to sufficiently meet the grant match requirement. The original amount requested on Resolution Number 2005-62001 on September 21, 2006 was an estimate as the grant had not been approved when originally submitted. The amount above represents the balance owed.		
BYRNE GRANT 2005: Electronic ticketing initiatives	\$	(2,635)
The original amount requested on Resolution Number 2005-62001 on September 21, 2006 was an estimate as the grant had not been approved when originally submitted. The amount above represents the funds which were not required and are savings.		
BYRNE GRANT 2006: Electronic ticketing initiatives	\$	3,501
BULLETPROOF VEST PARTNERSHIP GRANT, FY 2005/06	\$	5,000
Additional funds required for the projected expenditures through the end of Fiscal Year 2005/06. This amount represents a fifty percent (50%) match to the Bulletproof Vest Partnership Grant.		
SUB-TOTAL OF GRANT MATCHES:	\$	8,795

OTHER INITIATIVES:

CRIME PREVENTION INITIATIVES & SCHOOL LIAISON PROJECTS	\$	8,500
Additional Crime Prevention Funds required for Fiscal Year 2005/06 initiatives. The Crime Prevention Unit coordinates various community programs such as Neighborhood and Business Crimewatch, Police Community Relations Team, Citizens on Patrol, Security Communication Assistance Network (SCAN) and The Citizens' Police Academy. The School Liaison personnel will implement new programs for the elementary schools of Miami Beach.		
ACCREDITATION for operating expenses, travel and initiatives related to both State and National re-accreditation.	\$	16,500
DADE COUNTY COURT STAND-BY PROGRAM, 2005	\$	23,040
Balance owed to the Dade County Chiefs Association. During previous fiscal years, the Department budgeted and expended funds based on estimated services provided by the Dade Chief's Association. Starting in FY 2005/06, the Dade Chief's Association began billing participating agencies using data which represented actual services provided; therefore, the figure above represents the balance owed to Dade Chiefs after the initial, partial payment of \$19,000 in December 2005.		
MIAMI BEACH POLICE ATHLETIC LEAGUE	\$	13,000
Annual Summer Job Program		
ORGANIZATIONAL DEVELOPMENT TRAINING AND EXECUTIVE TRAVEL	\$	2,500
Executive travel for required events or meetings related to the International Association of Chiefs of Police and other organizational development initiatives and trainings.		
SUB-TOTAL OF OTHER INITIATIVES:	\$	63,540
TOTAL STATE FUNDS:	\$	72,335

RESOLUTION TO BE SUBMITTED

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution to adopt the First Budget Amendment to the Police Special Revenue Account for Fiscal Year 2005/06 in the amount of \$9,580.

Issue:

Shall funds be provided for the purchase of miscellaneous items for the Miami Beach Police Department?

Item Summary/Recommendation:

Unclaimed evidence totaling \$9,580 has been in the custody of the Police Property Management Unit past the sixty (60) day waiting period. These funds have now been placed in the Police Special Revenue Account Fund as provided by Resolution 90-19931, passed on March 7, 1990.

The Administration recommends that the Mayor and City Commission adopt and appropriate the First Amendment to the Police Special Revenue Account for Fiscal Year 2005/06.

Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1	\$ 9,580	195.8000.369993	
2			
3			
4			
Total	\$ 9,580		

Sign-Offs:

Department Director	Assistant City Manager	City Manager

AGENDA ITEM C7Y

DATE 7-12-06

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 12, 2006

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE FIRST BUDGET AMENDMENT TO THE POLICE SPECIAL REVENUE ACCOUNT FOR FISCAL YEAR 2005/06 IN THE AMOUNT OF \$9,580, SUCH ACCOUNT FUNDED BY UNCLAIMED EVIDENCE CURRENTLY HELD IN THE POLICE SPECIAL REVENUE ACCOUNT.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Florida Statute 705.105 "Procedure for Unclaimed Evidence" provides that unclaimed evidence in the custody of the court from a criminal proceeding, or seized as evidence by and in the custody of a law enforcement agency, shall become the property of that law enforcement agency 60 days after the conclusion of the proceedings.

In March 1990, a special account was established titled "Police Special Revenue Account" in the Special Revenue Fund. Funds for this account are made available in the Police Property Management Unit, as unclaimed evidence, in accordance with Florida Statute 705.105 outlined above.

Unclaimed evidence totaling \$9,580 has been in the custody of the Police Property Management Unit past the sixty (60) day waiting period. These funds have now been placed in the Police Special Revenue Account Fund, as provided in Resolution 90-19931, passed on March 7, 1990.

The Administration recommends that the Mayor and City Commission adopt the First Budget Amendment to the Police Special Revenue Account for Fiscal Year 2005/06, and appropriate the amount of \$9,580 to provide funds for the purchase of miscellaneous items for the Police Department listed on Exhibit "A".

JMG:MM:mm

EXHIBIT "A"

**MIAMI BEACH POLICE DEPARTMENT
SPECIAL REVENUE ACCOUNT
FIRST AMENDMENT
FISCAL YEAR 2005/06**

PROMOTIONAL ACTIVITIES

\$ 5,000

related to law enforcement programs sponsored by the Chief of Police including items/programs which are not funded with general funds. These items/programs including, but not limited to, Big Brothers/Big Sisters, Take Your Child to Work Day, miscellaneous expenses such as activities related to the Police Memorial Services, Miami Beach Chamber of Commerce, the American Heart Association, Annual Read Aloud Crowd, Learning For Life, Muy Bien Bilingual Program Community Crusade Against Drugs, the South Beach Hispanic Chamber of Commerce, Unidad, Kiwanis Special Activities, and Boys and Girls Club events. The primary purpose of these funds are for miscellaneous expenses related to activities for Police initiatives, memorial services, special youth programs, and other philanthropic, community organizations.

**MISCELLANEOUS OPERATING SUPPLIES, EQUIPMENT AND BUILDING
ITEMS** which were unforeseen and not budgeted for during FY 2005/06.

\$ 3,500

HORTICULTURAL/FOLIAGE MAINTENANCE provided to the Police Station and the North End Sub-Station on a weekly basis. The annual cost of this service increased after the Budget was approved. The funds requested above are required for current fiscal year over-expenditures.

\$ 1,080

TOTAL \$ 9,580

RESOLUTION TO BE SUBMITTED

THIS PAGE INTENTIONALLY LEFT BLANK

Condensed Title:

A Resolution Ratifying Expenditures, In The Total Amount Of \$43,129, To Innovative Surveillance Technology, Inc., The Sole Source Manufacturer Of The Mini Portable Equipment Module And The Sole Source Distributor In Florida For The DTC Communications, Inc. Surveillance Platforms For The Police Department.

Key Intended Outcome Supported:

Maintain Crime Rates At Or Below National Trends.

Issue:

Whether to Adopt the Resolution?

Item Summary/Recommendation:

On July 15, 2004, the U.S. Department of Justice, Office of Justice Programs, approved the City's application for funding under the Bureau of Justice Assistance (BJA) Fiscal Year 2004 LLEBG Program, with the following two conditions: 1) that the funds must be spent for any of the purpose areas described in the grant award; and 2) that said funds be spent by June 30, 2006.

The City's Police Department exercised its due diligence and researched the various types of surveillance equipment available in the market. It was decided that the Mini Portable Equipment Module (MPEM) manufactured by Innovative Surveillance Technology, Inc. would meet the Police Department's needs. A quotation request was issued and pricing received for the needed surveillance equipment (see attached quotation request dated June 9, 2006).

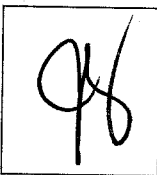
In order to avoid losing grant funds, the Police Department acquired the needed surveillance equipment and a confirming purchase order was issued to IST.

ADOPT THE RESOLUTION.

Advisory Board Recommendation:**Financial Information:**

Source of Funds:	Amount		Account	Approved
	1	\$42,278.19	195-6065-000674	
	2		Local Law Enforcement Block Grant (LLEBG)	
	3			
	4	\$850.81	011-1130-000674 (General Fund)	
	Total	\$43,129		



OBPI



OBPI

Financial Impact Summary:**City Clerk's Office Legislative Tracking:**

Gus Lopez, extension 6641

Sign-Offs: Department Director	Assistant City Manager	City Manager
GL  CN	DD	JMG 

T:\AGENDA\2006\jul1206\consent\PoliceSurveillanceEquipmentItemSummary.doc





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 12, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING EXPENDITURES, IN THE TOTAL AMOUNT OF \$43,129, TO INNOVATIVE SURVEILLANCE TECHNOLOGY, INC., THE SOLE SOURCE MANUFACTURER OF THE MINI PORTABLE EQUIPMENT MODULE AND THE SOLE SOURCE DISTRIBUTOR IN FLORIDA FOR THE DTC COMMUNICATIONS, INC. SURVEILLANCE PLATFORMS FOR THE POLICE DEPARTMENT.**

ADMINISTRATION RECOMMENDATION

Ratify Expenditures.

AMOUNT AND FUNDING

Local Law Enforcement Block Grant (LLEBG) --	\$42,278.09
General Fund --	<u>\$850.81</u>
	\$43,129.00

ANALYSIS

On July 15, 2004, the U.S. Department of Justice, Office of Justice Programs, approved the City's application for funding under the Bureau of Justice Assistance (BJA) Fiscal Year 2004 LLEBG Program, with the following two conditions: 1) that the funds must be spent for any of the purpose areas described in the grant award; and 2) that said funds be spent by June 30, 2006.

The City's Police Department exercised its due diligence and researched the various types of surveillance equipment available in the market. It was decided that the Mini Portable Equipment Module (MPEM) manufactured by Innovative Surveillance Technology, Inc. would meet the Police Department's needs. A quotation request was issued and pricing received for the needed surveillance equipment (see attached quotation request dated June 9, 2006).

Innovative Surveillance Technology (IST), Inc. is the sole source manufacturer of the MPEM proprietary system and only sells directly to governmental agencies. See attached sole source letter.

In order to avoid losing grant funds, the Police Department acquired the needed surveillance equipment and a confirming purchase order was issued to IST.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the attached resolution which ratifies the expenditures, in the total amount of \$43,129, to Innovative Surveillance Technology, Inc., the sole source manufacturer of the Mini Portable Equipment Module and the sole source distributor in Florida for the DTC Communications, Inc. surveillance platforms for the Police Department.

T:\AGENDA\2006\jul1206\consent\PoliceSurveillanceEquipment.doc



World Headquarters
1655 Palm Beach Lakes Blvd
Suite 903
West Palm Beach, FL 33401
877-IST-2900
561-273-8116 Direct

June 6, 2006

City of Miami Beach
Financial Management Office
Attn: Mauvett Rattigan
1700 Convention Center Drive
Miami Beach, Florida 33139

RE: IST Quotation No. 060606-DO-1

Dear Ms. Rattigan:

Innovative Surveillance Technology, Inc. is the sole source manufacturer of item one on the above referenced quotation. The MPEM (Mini Portable Equipment Module) is a proprietary system that was designed and engineered by IST to meet our customer's needs. IST only sells directly to governmental agency. IST does not sell through dealer, distributors or the private sector.

Innovative Surveillance Technology, Inc. is the sole state and local law enforcement distributor for the State of Florida for the DTC products, items two through seven, quoted on the above referenced quotation. Attached is DTC's letter to confirming this statement.

Should you have any questions or need any additional information, please do not hesitate to contact me at the phone number listed above. Thank you for allowing IST the opportunity to serve your department with its special surveillance requirements.

Sincerely,

INNOVATIVE SURVEILLANCE TECHNOLOGY, INC.

Donna Eagle
Vice President-Sales

DE/ms

CITY OF MIAMI BEACH
MIAMI BEACH, FLORIDA
POLICE DEPARTMENT

DATE: June 9, 2006 (Request for approval/acceptance of revisions)
TO: Donna Eagle
C/O: I.S.T.
PHONE: 561-273-8116
FAX# 561-471-0661

*Thank you
D Eagle*

QUOTATION REQUEST - THIS IS NOT AN ORDER

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
01	MPEM (mini portable equipment Module) DTC . (Mobile video/ Audio receiver) (works in conjunction with a transmitter #2 & Item #7)	1	\$ 26,000.00	\$ 26,000.00
	Warranty: <u>1</u> year, parts and labor warranty provided by I. S. T. <i>D Eagle</i> <u>standard response/return time is < 31 days</u> <i>D Eagle</i>			
02	VCTR-VTX-250 10 channel Clock radio transmitter w/video Transmitter DCT. (covert video Transmitter) (must have receiver Item #1)	1	\$ 3,870.00	\$ 3,870.00
	Warranty: <u>2</u> years, parts and labor warranty provided by I. S. T. <i>D Eagle</i> <u>standard response/return time is < 31 days</u> <i>D Eagle</i>			
03	T-2001-SW-1v 10 channel audio Transmitter DTC (no scrambler) (basic audio body wire) (Works With receiver #5)	1	\$ 2,290.00	\$ 2,290.00
	Warranty: <u>2</u> years, parts and labor warranty provided by I. S. T. <i>D Eagle</i> <u>standard response/return time is < 31 days</u> <i>D Eagle</i>			

Page 2

04 Micro Ear VHF communications
Receiver kit (PHONAK) 1 \$ 1,530.00 \$ 1,530.00

Warranty: 1 year, parts and labor warranty provided by I. S. T. Eagle
standard response/return time is < 31 days Eagle

05 Microphone for T-2001-SW-1V
10 channel audio transmitter DTC 2 \$ 125.00 \$ 250.00

Warranty: 2 years, parts and labor warranty provided by I. S. T. Eagle
standard response/return time is < 31 days Eagle

06 TAC/COM 2002 Tactical audio repeater
DTC. (programmable for both wideband
And narrowband) 1 \$ 5,690.00 \$ 5,690.00

Warranty: 2 years, parts and labor warranty provided by I. S. T. Eagle
standard response/return time is < 31 days Eagle

07 VSQT-VTX-250 Squirt bottle video
Transmitter (DTC) (covert video
Transmitter) works with video receiver (#1)
1 \$ 3,499.00 \$ 3,499.00

Warranty: 2 years, parts and labor warranty provided by I. S. T. Eagle
standard response/return time is < 31 days Eagle

08 Delivery/shipping & handling \$ N/C \$ N/C

Additional terms and/or conditions:

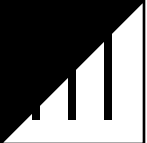
FOB MIAMI BEACH, FREIGHT PREPAID AND IS THE EXPENSE OF THE
SELLER UNLESS OTHERWISE INDICATED ON THIS QUOTE. PLEASE
INDICATE ANY APPLICABLE DISCOUNTS BELOW.

DELIVERY: 45/60 Days, After Receipt of Purchase Order
PAYMENT TERMS/DISCOUNTS: n/ 30 days

AUTHORIZED SIGNATURE: I. S. T. Eagle

Date: 06/12/06

FROM: Ingrid Carries, FINANCIAL MANAGEMENT OFFICE, (305) 673-7776 ext.
5854 or 305-673-7935. PLEASE RETURN QUOTE TO FAX# 305/604-2118, ATTN:
Ingrid Carries



RESOLUTION TO BE SUBMITTED